



Commonwealth of Virginia
Virginia Information Technologies Agency

**SEAT MANAGEMENT SERVICES
Optional Use Contract**

Date: July 31, 2006

Contract #: VA-000920-DYNC

Authorized User: State Agencies, Institutions and Other Public Bodies

Contractor: DynTek Services, Inc.
10301 Memory Lane
Suite 201
Chesterfield, VA 23832

FIN: 13-4067484

Contact Person: Andrew Miller, Operations Manager
Phone: 804-301-4080
Email: andrew.miller@dyntek.com

John Haynes
Phone: 804-240-6209
Email: john.haynes@dyntek.com
Fax: 518-207-3438

Term: September 19, 2006 – September 18, 2007

Payment: Net 30 days

For Additional Information, Please Contact:
Virginia Information Technologies Agency
Supply Chain Management

Doug Crenshaw Sourcing Manager Phone: 804-371-5993 E-Mail: doug.crenshaw@vita.virginia.gov Fax: 804-371-5969	Greg Searce Contract Officer Phone: 804-371-5919 E-Mail: greg.searce@vita.virginia.gov Fax: 804-371-5969
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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

**MODIFICATION #13
TO
CONTRACT NUMBER VA-000920-DYNC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
DYNTEK SERVICES, INC.**

This MODIFICATION #13 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and DYNTEK SERVICES, INC., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #12 is hereby incorporated into and made an integral part of Contract VA-000920-DYNC, as modified.

The purpose of this Modification #13 is to document both parties' agreement concerning Contract renewal.

Reference: Article 39-TERM.


Both above-referenced parties hereby agree to extend the term of Contract VA-000920-DYNC from September 18, 2006 through September 18, 2007.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-DYNC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

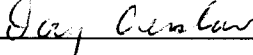
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

DYNTEK SERVICES, INC.

BY: 
NAME: Andrew Miller
TITLE: Program Manager
DATE: 05/30/06

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Day Cranshaw
TITLE: Statewide Security Mgr
DATE: 5/30/06

**MODIFICATION #12
TO
CONTRACT NUMBER VA-000920-DYNC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
DYNTEK SERVICES, INC.**

This MODIFICATION #12 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and DYNTEK SERVICES, INC., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #12 is hereby incorporated into and made an integral part of Contract VA-000920-DYNC, as modified.

The purpose of this Modification #12 is to document both parties' agreement concerning Contract renewal.

Reference: Article 39-TERM.

Both above-referenced parties hereby agree to extend the term of Contract VA-000920-DYNC from September 19, 2005 through September 18, 2006.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-DYNC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

DYNTEK SERVICES, INC.

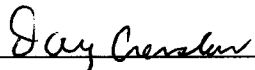
BY: 

NAME: Andrew Miller

TITLE: Program Manager

DATE: 06-20-05

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Day Crenshaw

TITLE: Senior Sourcing Consultant

DATE: 6/24/05

**MODIFICATION #11
TO
CONTRACT NUMBER VA-000920-DYNC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
DYNTEK SERVICES, INC.**

This MODIFICATION #11 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Dyntek Services, Inc. hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #11 is hereby incorporated into and made an integral part of Contract VA-000920-DYNC (the Agreement), as modified.

The purpose of this Modification #11 is to document both parties' agreement concerning inclusion of the following agreement:

In the event that the "Intangible Services" portion of the Contract are no longer required, other than under Section 19, Non-Appropriation, the Commonwealth will either (1) purchase the Assets in place as defined in Chapter 8 of Attachment A (the Administrative Procedures Manual, dated September 15, 2000), or (2) continue to pay the Tangible (non-service) portion of the monthly seat payments as set forth in Appendix B of Attachment A (the Administrative Procedures Manual and any amendments thereto) for the remainder of the term selected initially by the Commonwealth. Any credits or abatements due the Commonwealth from DynTek under the Contract will be applied only against the Intangible portion of the monthly seat payments.

Upon the expiration of the lease period, the Commonwealth may choose: (1) to continue to lease the "Tangible" assets at a reduced rate to be mutually agreed upon, (2) may purchase the assets at a price to be mutually agreed upon, (3) refresh the assets by signing a new lease, or (4) may request Dyntek to remove the assets.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-DYNC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF
EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY
AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

DYNTEK SERVICES, INC.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Andrew Miller
Program Manager
09-16-04

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Theresa W. Neer
Timothy W. Neer
Operations Manager
9/12/04

**MODIFICATION #10
TO
CONTRACT NUMBER VA-000920-DYNC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
DYNTEK SERVICES, INC.**

This MODIFICATION #10 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and DYNTEK SERVICES, INC., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #10 is hereby incorporated into and made an integral part of Contract VA-000920-DYNC, as modified.

The purpose of this Modification #10 is to document both parties' agreement concerning Contract renewal.

Reference: Article 39-TERM.

Both above-referenced parties hereby agree to extend the term of Contract VA-000920-DYNC from September 20, 2004 through September 19, 2005.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-DYNC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

DYNTEK SERVICES, INC.


BY: 

NAME: Andrew Miller

TITLE: Program Manager

DATE: 05-25-04

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Timothy W. Rouse

TITLE: Security Manager

DATE: 5/27/04

**MODIFICATION #9
TO
CONTRACT NUMBER VA-000920-DYNC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
DYNTEK SERVICES, INC.**

This MODIFICATION #9 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Dyntek Services, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #9 is hereby incorporated into and made an integral part of Contract VA-000920-DYNC (the Agreement), as modified.

The purpose of this Modification #9 is to document both parties' agreement to include the following contract requirement:

1. Reference: the Agreement, Attachment "A", Section C10.1 BASIC: "Equipment De-Installation"

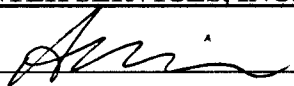
The Contractor shall clean storage devices and certify and tag that they meet the following cleaning standard: "The data must be properly overwritten with a pattern which requires overwriting with a pattern, and then its complement, and finally with a random pattern of 1's and 0's". The removal of data is not complete until one overwrite pass and a verification pass are completed. The cost associated with cleaning a computer storage device is \$4.89 per computer.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-DYNC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

DYNTEK SERVICES, INC.

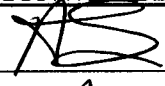
BY: 

NAME: Andrew Miller

TITLE: Operations Manager

DATE: 01-22-04

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Ann Sells

TITLE: Contracts Engineer

DATE: 01-22-04

**MODIFICATION # 8
TO
CONTRACT NUMBER VA-000920-DYNC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
DYNTEK SERVICES, INC.**

Received by VITA
09/10/03 10:21:20

This MODIFICATION #8 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and Dyntek Services, Inc., hereinafter referred to as "Contractor". This Modification #8 is hereby incorporated into and made an integral part of the Agreement, VA-000920-DYNC, or Contract.

1. **REFERENCE:** Agreement VA-000920-DYNC, numbered paragraph 39 entitled TERM:

At the execution of this Modification #8, the TERM is extended from September 21, 2003 to September 20, 2004.

2. The Virginia General Assembly passed legislation that abolishes the Department of information Technology as of July 1, 2003. All activities and functions of DIT will be consolidated into a new agency that will become the Virginia Information Technologies Agency. Therefore, for the purposes of this Contract ("Agreement") all references to either the Commonwealth, or DIT, or VITA, shall have the same meaning.

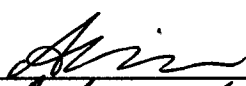
The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-DYNC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

DYNTEK SERVICES, INC.

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Andrew Miller
TITLE: Operations Manager
DATE: Sept. 10th 2003

BY: 
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: 9-10-03

MODIFICATION #7
TO
VA-000920-DYNC
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CONTRACTOR'S PETITION

Requesting New Services be added to

Contract VA-000920-DYNC

SMS Tracking Number
Modification # (Assigned by DIT)

Petitioner DYNTEK SERVICES INC.
Date 10-02-02

By executing this form, the Contractor, as identified in the above referenced Agreement, hereby requests the Commonwealth add the specific Service as identified herein, to Contract VA-000920-DYNC.

Specific Service or brand family to be added: LIMITED SEAT SERVICES

The Contractor hereby represents and warrants that until such action as taken by the Commonwealth that results in the addition of the identified Service to the subject Contract, he (Contractor) shall not sell, represent that this action is imminent, or otherwise infer that the Service is forthcoming. Any addition of Service to the subject Contract is at the Commonwealth's sole discretion and is dependent upon an evaluation conducted by SMS, which is not limited by time. No Service shall be added to subject Contract until this form has been executed by the Contractor's Manager or his designee, DIT.

Identify Pricing of Service: SEE ATTACHMENT

Without equivocation, as evidenced by the signature below, the Contractor warrants that the above Service shall and will be available to all "authorized users" for the Term of the Contract, to include all renewals thereof and any other representation made by the Contractor shall be considered a breach of the Contract.

(Contractor signature)

Barnaby Bunch

MODIFICATION #7
TO
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Page 2
Contractor's Petition
To VA:000920-DYNC

Additional Terms and Conditions, if any: (note: SMS or DIT may reject any petition based on the addition of extra terms and conditions)

PETITIONER / CONTRACTOR

BY: [Signature]
NAME: BARRIE BURRICH
TITLE: DIRECTOR OF CONTRACTS
DATE: 10-2-02

DEPARTMENT OF TECHNOLOGY
PLANNING, SEAT MANAGEMENT
SECTION

BY: [Signature]
NAME: CONSTANCE SCOTT
TITLE: Project Manager
DATE: 10/07/02

The Commonwealth hereby executes this Petition which effectively adds the identified Service/
brand family noted above to subject Contract. This Petition is effective on the date noted below **DIT.**

COMMONWEALTH OF VIRGINIA

BY: [Signature]
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: 10-10-02



Contract Modification Request.

Contract: VA-000920-DYNC

Scope:

Apply a contract modification that adds an Entry Seat, Sample Pricing Configuration with seat services that contain less intangible components than the originally defined "Basic Seat Service", specified in the current APM section Appendix C

Service Description:

Proposed new Service Description: Limited Seat Services

Services offered for Limited Seat Services:

SMS Category

- Planning
 - Optional Service
- Acquisition
 - Order Entry and Tracking System
 - Catalog/Menu of Services, Web Published with Periodic Price Updates
 - Monthly Billing
- Installation
 - Optional Service
- Training
 - Optional Service
- Support
 - Maintenance Service Level 5. (To be clarified later in this document)
 - ProductivIT Asset Management
- Management
 - Single Point of Contact*
- Disposal
 - Displaced asset retrieval. No de-installation services.

* Centralized cohesion of additional Seat Management Services.



Service Level 5 description. To be added to Appendix A of the APM

Term: PPM=Principal Period of Maintenance.

Service Level 5:

Contractor acknowledges call within (four) 4 hours of receipt during PPM or within (one) 1 hour of receipt at the beginning of the next PPM for calls received outside of PPM. Problem is corrected within manufacturers stated warranty terms and conditions.

Limited/Sample Pricing Example

Desktop General (DG)

Component	Description	Manufacturer
Chassis	Desktop / Mid-Tower	Compaq, Dell, Gateway
CPU	Pentium III 1.0Ghz	Compaq, Dell, Gateway
Memory	256MB SDRAM	Compaq, Dell, Gateway
Storage 1	20.0GB Hard Drive	Compaq, Dell, Gateway
Storage 2	24x CD-ROM	Compaq, Dell, Gateway
Storage 3	1.44MB Disk Drive	Compaq, Dell, Gateway
Video	4MB GPA Video Adapter	Compaq, Dell, Gateway
Network Adapter	10/100 MBps Ethernet	Compaq, Dell, Gateway
Keyboard	PS2 or USB	Compaq, Dell, Gateway
Mouse	PS2	Compaq, Dell, Gateway
Display	15" TFT LCD Monitor	Compaq, Dell, Gateway
Sound	Soundblaster Compatible	Compaq, Dell, Gateway
Operating System	Windows 2000, NTFS, SP2	Microsoft
Asset Management	ProductivIT	DynTek

Seat Term (Months)	Cost Per Month	Tangible	Intangible
12	176.11	143.93	32.18
24	94.74	74.49	20.25
36	67.67	51.38	16.29

System Option Upgrade/Downgrade (Conforms to B.1.2, Appendix B-3)

Downgrade to 17" Monitor

Seat Term (Months)	Cost Per Month	Tangible	Intangible
12	(49.60)	(43.48)	(6.12)
24	(26.31)	(21.77)	(4.54)
36	(18.54)	(14.51)	(4.03)

DG Configuration with 17" Monitor downgrade

Seat Term (Months)	Cost Per Month	Tangible	Intangible
12	126.51	100.45	26.06
24	68.43	52.72	15.71
36	49.13	36.87	12.26

Portable General (PG)

Component	Description	Manufacturer
Chassis	Laptop	Compaq, Dell, Gateway
CPU	Pentium III Mobile 850Mhz	Compaq, Dell, Gateway
Memory	256MB SDRAM	Compaq, Dell, Gateway
Storage 1	10.0GB Hard Drive	Compaq, Dell, Gateway
Storage 2	24x CD-ROM	Compaq, Dell, Gateway
Storage 3	1.44MB Disk Drive	Compaq, Dell, Gateway
Video	4MB GPA Video Adapter	Compaq, Dell, Gateway
Network Adapter	NA	Compaq, Dell, Gateway
Keyboard	Integrated	Compaq, Dell, Gateway
Mouse	Integrated	Compaq, Dell, Gateway
Display	14.1 TFT Display	Compaq, Dell, Gateway
Sound	Soundblaster Compatible	Compaq, Dell, Gateway
Operating System	Windows 2000, NTFS, SP2	Microsoft
Asset Management	ProductivIT	DynTek

Seat Term (Months)	Cost Per Month	Tangible	Intangible
12	239.10	192.95	46.15
24	127.52	101.28	26.24
36	90.45	70.82	19.63

Desktop Scientific (DW)

Component	Description	Manufacturer
Chassis	Desktop / Mid-Tower	Compaq, Dell, Gateway
CPU	Pentium III 1.2Ghz	Compaq, Dell, Gateway
Memory	256MB SDRAM	Compaq, Dell, Gateway
Storage 1	40.0GB Hard Drive	Compaq, Dell, Gateway
Storage 2	24x CD-ROM	Compaq, Dell, Gateway
Storage 3	12/10/32 CDRW	Compaq, Dell, Gateway
Storage 4	1.44MB Disk Drive	Compaq, Dell, Gateway
Video	16MB AGP Video Adapter	Compaq, Dell, Gateway
Network Adapter	10/100 MBps Ethernet	Compaq, Dell, Gateway
Keyboard	PS2 or USB	Compaq, Dell, Gateway
Mouse	PS2	Compaq, Dell, Gateway
Display	15" TFT LCD Monitor	Compaq, Dell, Gateway
Sound	Soundblaster Compatible	Compaq, Dell, Gateway
Speakers	Stereo	Compaq, Dell, Gateway
Operating System	Windows 2000, NTFS, SP2	Microsoft
Asset Management	ProductivIT	DynTek

Seat Term (Months)	Cost Per Month	Tangible	Intangible
12	235.69	180.89	54.80
24	123.98	93.89	30.09
36	86.84	64.94	21.90

System Option Upgrade/Downgrade (Conforms to B.1.2, Appendix B-3)

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Downgrade to 17" Monitor

Seat Term (Months)	Cost Per Month	Tangible	Intangible
12	(49.60)	(43.48)	(6.12)
24	(26.31)	(21.77)	(4.54)
36	(18.54)	(14.51)	(4.03)

DW Configuration with 17" Monitor downgrade

Seat Term (Months)	Cost Per Month	Tangible	Intangible
12	186.09	137.41	48.68
24	97.67	72.12	25.55
36	68.30	50.43	17.87

Portable Scientific (PW)

Component	Description	Manufacturer
Chassis	Laptop	Compaq, Dell, Gateway
CPU	Pentium III Mobile 1.2Ghz	Compaq, Dell, Gateway
Memory	256MB SDRAM	Compaq, Dell, Gateway
Storage 1	20.0GB Hard Drive	Compaq, Dell, Gateway
Storage 2	8/4/24 CDRW	Compaq, Dell, Gateway
Storage 3	1.44MB Disk Drive	Compaq, Dell, Gateway
Video	8MB AGP Video Adapter	Compaq, Dell, Gateway
Network Adapter	10/100MBps	Compaq, Dell, Gateway
Modem	56K V.92	Compaq, Dell, Gateway
Keyboard	Integrated	Compaq, Dell, Gateway
Mouse	Integrated	Compaq, Dell, Gateway
Display	14.1 TFT Display	Compaq, Dell, Gateway
Sound	Soundblaster Compatible	Compaq, Dell, Gateway
Operating System	Windows 2000, NTFS, SP2	Microsoft
Asset Management	ProductivIT	DynTek

Seat Term (Months)	Cost Per Month	Tangible	Intangible
12	288.50	233.54	54.96
24	154.86	123.74	31.12
36	110.52	87.31	23.21

Note:

DynTek is not requesting an Limited Seat Service for the SE seat profile due to the heightened complexities and support requirements of that configuration.

DynTek Seat Management Services
Amended Figure C.1-1 SMS Categories

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SMS CATEGORY	LIMITED SEAT SERVICES	BASIC SEAT SERVICES	ENHANCED SEAT SERVICES	VALUE-ADDED SERVICES
Planning	<ul style="list-style-type: none"> Optional Service 	<ul style="list-style-type: none"> Schedule Planning 	<ul style="list-style-type: none"> Implementation Planning for Transition to SMS Configuration Management Planning Backup and Transfer of Existing Data Planning Participating Seat Inventory Planning Asset Inventory Planning Capacity Planning Warranty Coverage Planning 	<ul style="list-style-type: none"> Transition Planning (Site Surveys and Due Diligence) Transition and Implementation Planning Seminar Network Capacity Planning Network Interface Planning IT Security/Information Assurance Planning Contingency Planning Disaster Recovery Planning
Acquisition	<ul style="list-style-type: none"> Order Entry and Tracking System Billing 	<ul style="list-style-type: none"> Order Entry and Tracking System Multiple User/Client Configuration Selections for Load at Factory Software Image (OS and Drivers Library) Standard Hardware Configuration Ancillary Items Catalog/Menu of Services, Web Published, with Periodic Price Updates Monthly Billing 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A
Installation	<ul style="list-style-type: none"> Optional Service 	<ul style="list-style-type: none"> Computer Staging Prior to Installation On-site Installation User Orientation 	<ul style="list-style-type: none"> Gold Disc Software Integration Custom On-site Installation Services 	<ul style="list-style-type: none"> Custom Software Integration
Training	<ul style="list-style-type: none"> Optional Service 	<ul style="list-style-type: none"> Administrator Orientation 	<ul style="list-style-type: none"> DynTek Team Virtual Campus 	<ul style="list-style-type: none"> End-user Classroom Training IT Technical Staff Training Customized Training
		<ul style="list-style-type: none"> Hardware Break-Fix 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Customized Training Material for SMS Specific Applications Classroom Instructors for COV Training Facilities
Support	<ul style="list-style-type: none"> Maintenance Service Level 5 (SL5) 	<ul style="list-style-type: none"> Maintenance Service Levels (SL1, 2, 3, & 4) and Escalation Management on Trouble Calls Software Bug Fix/Patches to Existing Software Take-over of Remaining Warranty Inv. Mgmt. Of IT assets. 	<ul style="list-style-type: none"> Hardware Break-Fix for Agency Assets Software Bug Fix/COTS Applications End-user Help Desk Help Desk; Server Administrator and IT/MIS Support (No End-user Support) 	<ul style="list-style-type: none"> Incidental SMS Products and Services Deskside Support Services Staff Augmentation
Management	<ul style="list-style-type: none"> Single Point of Contact 	<ul style="list-style-type: none"> Moves, Additions, and Changes Technology Refreshment Equipment De-installation 	<ul style="list-style-type: none"> Server Management (Network Management Services) SW License Mgt. And Inv. Microsoft Select Outsourcer 	<ul style="list-style-type: none"> N/A
Disposal	<ul style="list-style-type: none"> Displaced Asset Retrieval 	<ul style="list-style-type: none"> Displaced Vendor Asset Disposal COV-owned Surplus Disposal 	<ul style="list-style-type: none"> Custom COV-owned Surplus Disposal Services 	<ul style="list-style-type: none"> N/A

Service Pricing Amended to Appendix B

**MODIFICATION #7
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VA-000920-DYNC
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			DG			DW			PG			PW		SE
		T	I	Total	T	I	Total	T	I	Total	T	I	Total	
A001	Planning													
A001.1	Schedule Planning	0.00	4.00	4.00	0.00	4.00	4.00	0.00	4.00	4.00	0.00	4.00	4.00	NA
A002	Acquisition													
A002.1	Multiple User Client Configurations, Factory Load	0.00	0.94	0.94	0.00	0.94	0.94	0.00	0.94	0.94	0.00	0.94	0.94	NA
A002.2	Software Image (OS and Drivers Library)	0.00	3.37	3.37	0.00	3.37	3.37	0.00	3.37	3.37	0.00	3.37	3.37	NA
A002.3	Standard Hardware Configuration, Ancillary items	0.00	4.58	4.58	0.00	4.58	4.58	0.00	4.58	4.58	0.00	4.58	4.58	NA
A003	Installation													
A003.1	Computer Staging Prior to Installation	0.00	2.50	2.50	0.00	2.50	2.50	0.00	2.50	2.50	0.00	2.50	2.50	NA
A003.2	On-Site Installation	0.00	13.22	13.22	0.00	13.22	13.22	0.00	14.80	14.80	0.00	14.80	14.80	NA
A003.3	User Orientation	0.00	2.66	2.66	0.00	2.66	2.66	0.00	2.66	2.66	0.00	2.66	2.66	NA
A004	Training													
A004.1	Administrator Orientation	0.00	3.56	3.56	0.00	3.56	3.56	0.00	3.56	3.56	0.00	3.56	3.56	NA
A004.2	Hardware Break-Fix	0.00	1.86	1.86	0.00	1.86	1.86	0.00	3.86	3.86	0.00	3.86	3.86	NA
A005	Support													
A005.1	Software Bug Fix/Patches to Existing Software	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NA
A005.2	Take over remaining warranty	0.00	13.00	13.00	0.00	13.00	13.00	0.00	13.00	13.00	0.00	13.00	13.00	NA
A006	Management													
A006.1	Moves, Additions and Changes (2)	0.00	2.68	2.68	0.00	2.68	2.68	0.00	2.68	2.68	0.00	2.68	2.68	NA
A006.2	Technology Refreshment	0.00	2.14	2.14	0.00	2.14	2.14	0.00	6.04	6.04	0.00	6.04	6.04	NA
A006.3	Equipment De-Installation	0.00	4.04	4.04	0.00	4.04	4.04	0.00	6.04	6.04	0.00	6.04	6.04	NA
A007	Disposal													
A007.1	COV-owned Surplus Disposal	0.00	3.45	3.45	0.00	3.45	3.45	0.00	3.45	3.45	0.00	3.45	3.45	NA

**MODIFICATION #6
TO
CONTRACT VA-000920-DYNC**

ASSIGNMENT AGREEMENT

This is an agreement relating to Contract # VA-000920-DYNC (the "Contract") between the Commonwealth of Virginia ("Commonwealth") and DynCorp Techserv, LLC., (the "Assignor"). The parties to this Assignment Agreement are the Commonwealth, the Assignor, and Dyne Tek Services, Inc. (the "Assignee"). The Contract is incorporated herein by reference. Dyn Tek Services, Inc. is a Delaware Corporation and conducts business under the FEIN 134067484.

1. Assignment of Rights. Assignor hereby certifies and warrants to the Commonwealth that Assignor has irrevocably assigned to Assignee all of Assignor's rights under the Contract. Without limiting the foregoing, this assignment includes any outstanding right to payment for work or deliverables rendered prior to the assignment, and Assignor agrees it retains no right to assert any contractual claim whatsoever in connection with the Contract.

2. Acceptance of Assignment of Rights. Assignee acknowledges and agrees that its rights against the Commonwealth in connection with this assignment are no greater than such rights would have been in the hands of the Assignor. Without limiting the foregoing, all rights to payment are subject to such offset, and all other performance by the Commonwealth shall be subject to such defenses as the Commonwealth would have been able to assert against the Assignor in the absence of this assignment.

3. Assumption of Duties. Assignee hereby makes its unconditional commitment to the Commonwealth to assume and perform all of Assignor's remaining obligations under the Contract. Without limiting the foregoing, this assumption includes completion of all work in progress and responsibility for correcting, maintaining or replacing any prior deliverables which were intended by the Contract to be of ongoing use or benefit to the Commonwealth.

4. Consent to Assignment. The Commonwealth hereby consents to the assignment. In the event the Commonwealth mistakenly directs any further payment under the Contract to Assignor (or in the event the Commonwealth has already remitted to Assignor any payment covered by the assignment to Assignee), Assignor agrees that it has and will hold such payment in trust for Assignee and, on behalf of the Commonwealth and without any offset or reduction whatsoever, shall promptly remit same to the Assignee for credit to the Commonwealth's account.

5. Arrangements as between Assignor and Assignee. Upon execution of this Agreement the Assignor is released from its obligations under the Contract. Any arrangements which Assignor and Assignee may make or have already made in regard to rights and duties as between themselves are separate from this Consent To Assignment and shall not affect the Commonwealth's right hereunder to treat the Assignee as holding all rights and obligations of Assignor under the Contract.

6. Notice to Assignor. If the Commonwealth sends any notice terminating the Contract, or any notice warning of possible termination of the Contract, the Commonwealth will send a copy of any such notice to Assignor.

7. Transition Duties. This Assignment shall become effective October 1, 2002.

8. Applicable law. In accordance with the Contract, this Assignment Agreement shall be governed by the laws of Virginia and any litigation with respect thereto shall be brought only in the courts of the Commonwealth of Virginia. All other terms and conditions of the Contract remain in full force.

9. Complete Agreement. This is the complete and final expression of the Assignor's and Assignee's agreement with the Commonwealth and can be modified only in a writing signed by all parties.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be signed by their duly authorized officers, intending to be bound thereby.

DYNCORP TECHSERV, LLC

Assignor:

BY: [Signature]
NAME: _____
TITLE: H. MONTGOMERY HOUGEN
DATE: 9/17/02

COMMONWEALTH OF VIRGINIA

BY: [Signature]
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: 9-19-02 **(D.T.)**

DYN TEK SERVICES, INC.

Assignee:

BY: [Signature]
NAME: Barrie Burnick
TITLE: Director of Contracts
DATE: 9/17/02

01 DEC 20 PM 9:30

**MODIFICATION #5
TO
CONTRACT NUMBER VA-000920-DYNC
BETWEEN
DYNCORP TECHSERV, LLC
AND
COMMONWEALTH OF VIRGINIA**

This Modification #5 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "DIT" (Department of Information Technology) and Dyncorp Techserv, LLC., hereinafter referred to as "Contractor", relating to Contract VA-000920-DYNC, hereinafter referred to as the "Contract" or "Agreement". This Modification #5 is hereby incorporated into and made an integral part of the Agreement.

Both above referenced parties agree to the addition of the clause as delineated below, to the subject Agreement, effective upon execution of this Modification #5.

1. The following clause is hereby added to Contract VA-000920-DYNC:

eVA BUSINESS-TO-GOVERNMENT CONTRACTS: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

2. Contractor acknowledges that the forgoing is not intended to preclude the Commonwealth from issuing orders against subject Contract as it so chooses.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-DYNC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

DYNCORP TECHSERV, LLC

BY: Barrie Burnick
NAME: Barrie Burnick
TITLE: Director of Contracts
DATE: 12/7/01

COMMONWEALTH OF VIRGINIA

BY: Jeff Davis
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: 12-20-01

MODIFICATION # 4
TO
CONTRACT NUMBER VA-000920-DYNC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
DYNCORP TECHSERV, LLC

This MODIFICATION #4 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "DIT" (Department of Information Technology) and DynCorp TechServ, LLC, hereinafter referred to as "Contractor". This Modification #4 is hereby incorporated into and made an integral part of the Agreement, or Contract, VA-000920-DYNC.

This Modification #4 is effective upon execution by both parties.

This Modification #4 documents both parties' agreement to replace the existing first five (5) pages of Appendix 1 to the Contract, with the Attachment A, to this Modification #4.

Attachment A, consisting of pages 1 through 5, incorporated herein and attached hereto, shall effectively replace in their entirety, the first five pages of Appendix 1, to the Contract.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-DYNC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-DYNC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

D.I.T.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT
AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY
THE TERMS AND CONDITIONS OF THE CONTRACT.**

DYNCORP TECHSERV, LLC
BY: [Signature]
NAME: _____
TITLE: _____
DATE: _____

COMMONWEALTH OF VIRGINIA
BY: [Signature]
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: 8-30-01

ATTACHMENT A
TO
Modification #4
To
Contract VA-000920-DYNC

This Attachment A is an integral part of Modification #4 to Contract VA- 000920-DYNC.

This Attachment A, consisting of five (5) pages, replaces in their entirety, the first five (5) pages of Appendix 1, to Contract VA-000920-DYNC.

Seat Management Services COV Standards (SMSCOV Standards)

Platform Hardware:

Desktop General Business User (DG):

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 2xxx family, currently Windows 2000 Professional. Anti-virus software will be included. The following are minimum specifications:

- 933mhz
- 256MB RAM
- 133mhz Front Side Bus
- 20 GB Hard Disk Drive (ATA-100)
- 48X CD-ROM Drive
- 15" Color LCD Panel Display
- 16MB Video card
- Sound card and speakers
- Choice of desktop, min-desktop or mini-tower desktide case
- Choice of 10/100 Ethernet or Token Ring NIC, w/8' patchcord (Cat 5)
- All driver software

The above is the minimum configuration. Below are suggested option and upgrade choices, which are not meant to be all inclusive:

- Option/upgrade to 30GB hard drive disk
- Option/upgrade to 56K v.90 modem
- Option/upgrade memory upgrades
- Option/upgrade to 19" or 21" color display monitor or LCD
- Windows 98, Second Edition available upon request
- 17" monitor available at a discounted price

D.I.T.

Seat Management Services COV Standards (SMSCOV Standards)

Platform Hardware:

Desktop Engineering and Scientific Workstation User (DW):

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 2xxx family, currently Windows 2000 Professional. Anti-virus software will be included. The following are minimum specifications:

- 1 GIG
- 256MB RAM (SDRAM)
- 133mhz Front Side Bus
- 30 GB Hard Disk Drive (ATA-100 or Ultra-wide SCSI)
- DVD-ROM Drive
- 15" Color LCD Panel Display
- 32MB Video card
- Sound card and speakers w/subwoofer
- Choice of desktop or mini/mid tower case
- Choice of 10/100 Ethernet or Token Ring NIC, w/8' patchcord (Cat 5)
- All driver software

The above is the minimum configuration. Below are suggested option and upgrade choices, which are not meant to be all inclusive:

D.I.T.

- Option/upgrade to 40 or 60GB hard drive disk
- Option/upgrade to DVD-CD-RW combo drive
- Option/upgrade to 56K v.90 modem
- Option/upgrade memory upgrades
- Option/upgrade to 19" or 21" color display monitor or LCD
- Option/upgrade to trackball or graphics tablet
- 17" monitor available at a discounted price

SMS Standards (continued)

Portable General Business User (PG):

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 2xxx family, currently Windows 2000 Professional. Anti-virus software will be included. The following are minimum specifications:

- 750mhz
- 256MB RAM
- 10 GB Hard Disk Drive
- Modular 24X CD-ROM Drive
- 14.1" TFT SVGA LCD Panel Display
- 8MB Video card
- Sound: microphone and speakers
- 1 PCMCIA Type 3 slot or 2 type 2 slots
- USB ports
- Lithium battery and charger
- 100mhz bus speed
- modular 3 ½" disk drive
- All driver software

The above is the minimum configuration. Below are suggested option and upgrade choices, which are not meant to be all inclusive:

- Option/upgrade to 10/100 Ethernet or Token Ring PC CARD, w/8' patchcord (Cat 5)
- Option/upgrade to 20GB hard drive disk
- Option/upgrade to 56K v.90 internal or PC CARD modem
- Option/upgrade memory in 16MB increments
- Option/upgrade to port replicator or docking station
- Option/upgrade to modular DVD drive and 16 MB Video card combo



SMS Standards (continued)

Portable *Engineering and Scientific Workstation User (PW)*:

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 2xxx family, currently Windows 2000 Professional. Anti-virus software will be included. The following are minimum specifications:

- 850mhz
- 256MB RAM
- 100mhz bus speed
- 20 GB Hard Disk Drive
- DVD-ROM Drive 3 ½" floppy modular
- 14.1" XGA TFT LCD Panel Display
- 16MB Video card
- Sound: microphone and speakers
- 1 PCMCIA Type 3 slot or 2 type 2 slots
- Lithium battery and charger
- All driver software
- USB ports

The above is the minimum configuration. Below are suggested option and upgrade choices, which are not meant to be all inclusive:

- Option/upgrade to 10/100 Ethernet or Token Ring PC CARD, w/8' patchcord (cat 5)
- Option/upgrade to 30GB hard drive disk
- Option/upgrade to 56K v.90 internal or PC CARD modem
- Option/upgrade memory in 64MB increments
- Option/upgrade to port replicator or docking station
- Option/upgrade to modular DVD-CD-RW combo drive



SMS Standards (continued)

Server (S):

Seat Management vendors may present server solutions in the following three categories: small business (maximum 50 people), workgroup (recommended max of 120 concurrent connections, multi role server), and singular role departmental. The following are minimum specifications:

- x86 architecture
- 512MB ECC SDRAM
- multi processor capable
- fault tolerant data storage
- raid standard 1, 0+1, 3 or 5
- SCSI-3 storage
- 48x CD-ROM Drive
- 15" SVGA Display, 800 by 600 resolution
- PCI/ISA Bus architecture
- Integrated Video card
- 10/100 Ethernet (Cat 5) or Token Ring PCI card
w/8 foot network connectivity cable
- 40GB/80GB SCSI Tape Drive
- Redundant power supply
- Battery backups with auto server shutdown capabilities

The above is the minimum configuration. Below are suggested option and upgrade choices, which are not meant to be all inclusive:

D.I.T.

- Option/upgrade to add tape drives and/or tape media
- Option/upgrade memory
- Option anti-virus software
- Option/upgrade to rack mount chassis with rack
- Option Clustering
- Optional discount - server available without monitor
- Option Load balancing

Jun 11 01 01:46P

DYNCORP

804 5214232

P. 3



COMMONWEALTH of VIRGINIA
Department of Information Technology
Acquisition Services Division
 110 S. 7th Street
 Richmond, Va. 23219

Scott Fairhelm
 Agency Director

TDD VOICE-- TEL NO
 804/371-8076

June 8, 2001

Ms. Holli Ploog, President
 DynCorp Management Resources, Inc.
 11710 Plaza America Drive
 Reston VA 20190-6012

RE: Contractor's Petition, dated 5/7/01; for the addition of Dell

Dear Ms. Ploog;

I have prepared Modification #3 to Contract VA-000920-DYNC, as the above referenced Contractor's Petition requests.

To avoid any misunderstandings in the future, your signature is requested below, representing your concurrence on two issues; 1) you have inserted the words "see attached" in the Contractor's Petition dated 5/7/01 at the blank for Identify Pricing of Service; and 2) the total components of this Modification #3.

Modification #3 consists of this cover letter, Contractor's Petition dated 5/7/01 consisting of pages 1 and 2, and pricing and specifications as delineated on pages 3 through 21. This represents the complete and correct Modification #3.

Subsequent to receipt of your signature in the space denoted below, thus designating your agreement wherein Modification #3 is completely and correctly depicted, the Commonwealth shall execute the Modification pursuant to the signature block identified on the second page of the Contractor's petition.


 Ms. Holli Ploog, President

Sincerely,


 Jeff Davis, Contracts Manager, DIT

cc: Constance Scott, Electronic Government

Attachments: Pages 1 through 21

**ATTACHMENT A
TO
MODIFICATION #1
TO
CONTRACT VA-000920-DYNC**

CONTRACTOR'S PETITION

Requesting New Services be added to

Contract VA-000920-DYNC

SMS Tracking Number _____
Modification # (Assigned by DIT) 3

Petitioner Holli Plaug
Date 5/7/01

By executing this form, the Contractor, as identified in the above referenced Agreement, hereby requests the Commonwealth add the specific Service as identified herein, to Contract VA-000920-DYNC.

Specific Service or brand family to be added: Dell

The Contractor hereby represents and warrants that until such action as taken by the Commonwealth that results in the addition of the identified Service to the subject Contract, he (Contractor) shall not sell, represent that this action is imminent, or otherwise infer that the Service is forthcoming. Any addition of Service to the subject Contract is at the Commonwealth's sole discretion and is dependent upon an evaluation conducted by SMS, which is not limited by time. No Service shall be added to subject Contract until this form has been executed by the Contracts Manager or his designee, DIT.

Identify Pricing of Service: See Attached

Without equivocation, as evidenced by the signature below, the Contractor warrants that the above Service shall and will be available to all "authorized users" for the Term of the Contract, to include all renewals thereof and any other representation made by the Contractor shall be considered a breach of the Contract.

(Contractor signature)

Holli Plaug (DIT)

Page 2

Contractor's Petition
To VA:000920-DYNC

Additional Terms and Conditions, if any: (note: SMS or DIT may reject any petition based on the addition of extra terms and conditions)

PETITIONER / CONTRACTOR

BY: Helli Rene Plouf
NAME: Helli Rene Plouf
TITLE: PRG. MGMT. MANAGER RESOURCE
DATE: 5-17-01

DEPARTMENT OF TECHNOLOGY
PLANNING, SEAT MANAGEMENT
SECTION

BY: Constance A. Scott
NAME: CONSTANCE A. SCOTT
TITLE: PROJECT MANAGER
DATE: 5-23-01

The Commonwealth hereby executes this Petition which effectively adds the identified Service / brand family noted above to subject Contract. This Petition is effective on the date noted below.


COMMONWEALTH OF VIRGINIA

BY: [Signature]
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: 6-12-01

MAY 17 2001 09:10

Modification #3
to
VA-000920-DYNC
page 2 of 21

Seat Management Services**Desktop General Business User (DG)****Dell Optiplex GX110**


SPECIFICATIONS	OPTIONS/UPGRADES
Intel Pentium III 933Mhz	56K V.90 Modem
133 Mhz Front Side Bus	40GB Ultra ATA 100
256MB SDRAM PC133 Memory	CDRW IDE
20GB Ultra ATA 100 Hard Drive	64MB SDRAM Increments
48x Maximum IDE CD-ROM	17" Flat Screen, 17" or 19" Standard
15" Flat Panel LCD Display	
16MB AGP Video Adapter	
Integrated Soundblaster Compatible Sound	
Stereo Speakers	
Convertible Case	
3COM 10/100 Ethernet Adapter	
8 Foot Ethernet Category V Patch Cable	
Microsoft Windows 2000 Professional	
PS2 Mouse	
PS2 Keyboard	
3.5" 1.44MB Disk Drive	
7 Outlet Surge Strip	

The following Dell Model Optiplex GX110 is being petitioned by DynCorp to be added to the DynCorp Seat Management contract VA-000920-DYNC

Seat Management Services

Desktop Engineering and Scientific User (DW)

Dell Optiplex GX110

SPECIFICATIONS	OPTIONS/UPGRADES
Pentium III 1.0Ghz	56K V.90 Modem
133 Mhz Front Side Bus	40GB Ultra ATA 100
256MB SDRAM PC133 Memory	CDRW IDE
30GB Ultra ATA 100 Hard Drive	64MB SDRAM Increments
16x DVD ROM Drive	17" Flat Screen, 17" or 19" Standard
15" Flat Panel LCD Display	
16MB AGP Video Adapter	
Creative Labs Soundblaster	
Stereo Speakers with Sub-Woofer	
Convertible Case	
3COM 10/100 Ethernet Adapter	
8 Foot Ethernet Category V Patch Cable	
Microsoft Windows 2000 Professional	
PS2 Mouse	
PS2 Keyboard	
3.5" 1.44MB Disk Drive	
7 Outlet Surge Strip	

The following Dell Model Optiplex GX110 is being petitioned by DynCorp to be added to the DynCorp Seat Management contract VA-000920-DYNC


6/7/2001

Modification #3
to
VA-000920-DYNC
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Seat Management Services


Portable General Business User (PG)

Dell Latitude C600

SPECIFICATIONS	OPTIONS/UPGRADES
Pentium III 750Mhz with speed step	10/100 MBps PCMCIA Ethernet Adapter
100 Mhz Front Side Bus	20GB 2.5" Hard Drive
256MB SDRAM PC133 Memory	Port Replicator
10GB 2.5" Hard Drive	64MB SDRAM Increments
24x Modular CD-ROM IDE	Carry Case
14.1 XGA TFT Color Display	PCMCIA Wireless Adapter
8MB Integrated Video	
Integrated Sound	
Integrated Speakers	
56K V.90 Modem	
Microsoft Windows 2000 Professional	
Integrated Keyboard	
Touchpad	
3.5" Modular 1.44MB Disk Drive	
7 Outlet Surge Strip	

The following Dell Model Latitude C600 is being petitioned by DynCorp to be added to the DynCorp Seat Management contract VA-000920-DYNC

Seat Management Services**Portable Engineering and Scientific User (PW)****Dell Latitude C600**


SPECIFICATIONS	OPTIONS/UPGRADES
Pentium III 850Mhz with speed step	20GB 2.5" Hard Drive
100 Mhz Front Side Bus	Port Replicator or Docking Station
256MB SDRAM PC133 Memory	64MB SDRAM Increments
20GB 2.5" Hard Drive	Carry Case
Modular DVD ROM Drive	PCMCIA Wireless Adapter
14.1 XGA TFT Color Display	Modular CDRW or 24x or DVD-CDRW
8MB Integrated Video	
Integrated Sound	
Integrated Speakers	
56K V.90 Modem / 10/100 MBps Ethernet combo integrated	
Microsoft Windows 2000 Professional	
Integrated Keyboard	
Touchpad	
3.5" Modular 1.44MB Disk Drive	
7 Outlet Surge Strip	

The following Dell Model Latitude C600 is being petitioned by DynCorp to be added to the DynCorp Seat Management contract VA-000920-DYNC

Seat Management Services

Server (S)

PowerEdge 4400

SPECIFICATIONS	OPTIONS/UPGRADES
Pentium III 1.0Ghz	Rack Conversion Kit
133 Mhz Front Side Bus	56K V.90 Modem External
512MB ECC SDRAM Memory PC133	35/70GB DLT Tapes
108GB RAID Configurable Storage	128MB SDRAM ECC Increments
48x Maximum IDE CD-ROM	36GB RAID Storage Increments
15" Standard SVGA Monitor	
Integrated direct 4MB AGP Video	
35/70GB DLT SCSI Tape Backup Drive	
Full-Tower Case	
10/100 MBps Server Network Adapter	
8 Foot Ethernet Category V Patch Cable	
Microsoft Windows 2000 Advanced Server with 25 user licenses	
PS2 Mouse	
PS2 Keyboard	
3.5" 1.44MB Disk Drive	
6 Outlet Surge Protector	

The following Dell Model PowerEdge 4400 is being petitioned by DynCorp to be added to the DynCorp Seat Management contract VA-000920-DYNC

Seat Management Services**B.1 Dell Seat Management Services Hardware Prices****B.1.1 Basic Hardware**

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.1	COMPUTER SYSTEM															
001.1.1	SL1															
001.1.1.1	1 yr. Refresh	133.02	91.61	224.64	152.12	100.21	252.32	131.06	98.93	229.99	192.00	112.59	304.59	855.05	503.98	1,359.04
001.1.1.2	2 yr. Refresh	75.98	68.30	144.28	86.89	74.50	161.38	77.81	77.15	154.96	113.99	83.10	197.09	535.26	389.35	924.61
001.1.1.3	3 yr. Refresh	57.04	59.63	116.67	65.23	64.91	130.14	54.63	68.79	123.41	80.02	71.46	151.48	403.59	342.28	745.87
001.1.2	SL2															
001.1.2.1	1 yr. Refresh	133.02	102.68	235.70	152.12	112.07	264.19	131.06	113.24	244.30	192.00	124.55	316.55	855.05	548.46	1,403.51
001.1.2.2	2 yr. Refresh	75.98	77.51	153.49	86.89	84.51	171.40	77.81	89.90	167.71	113.99	93.47	207.46	535.26	430.69	965.95
001.1.2.3	3 yr. Refresh	57.04	68.25	125.29	65.23	74.34	139.57	54.63	81.09	135.72	80.02	81.35	161.37	403.59	382.91	786.50
001.1.3	SL3															
001.1.3.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	131.06	76.07	207.13	192.00	99.72	291.72	N/A	N/A	N/A
001.1.3.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	77.81	57.05	134.86	113.99	72.25	186.24	N/A	N/A	N/A
001.1.3.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	54.63	49.51	104.14	80.02	61.26	141.28	N/A	N/A	N/A
001.1.4	SL4															
001.1.4.1	1 yr. Refresh	133.02	81.81	214.83	152.12	90.14	242.26	131.06	85.75	216.82	192.00	102.22	294.22	855.05	468.20	1,323.25
001.1.4.2	2 yr. Refresh	75.98	60.37	136.35	86.89	66.30	153.19	77.81	65.55	143.36	113.99	74.35	188.34	535.26	356.83	892.10
001.1.4.3	3 yr. Refresh	57.04	52.31	109.36	65.23	57.32	122.55	54.63	57.66	112.28	80.02	63.22	143.25	403.59	310.61	714.19

Email: dyncov@dyncorp.com

Modification #3
to
VA-000920-DYNC
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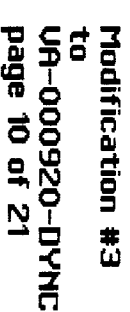
Commonwealth of Virginia
Seat Management Services

B.1.2 Dell Basic Hardware Options/Upgrades

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2	OPTIONS/UPGRADES															
001.2.1	Downgrade to M570 15" Monitor															
001.2.1.1	1 yr. Refresh	(46.90)	(6.60)	(53.49)	(46.90)	(6.60)	(53.49)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.1.2	2 yr. Refresh	(23.48)	(4.90)	(28.37)	(23.48)	(4.90)	(28.37)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.1.3	3 yr. Refresh	(15.65)	(4.35)	(20.00)	(15.65)	(4.35)	(20.00)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.2	Downgrade to M781 17" Monitor															
001.2.2.1	1 yr. Refresh	(43.48)	(6.12)	(49.60)	(43.48)	(6.12)	(49.60)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.2.2	2 yr. Refresh	(21.77)	(4.54)	(26.31)	(21.77)	(4.54)	(26.31)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.2.3	3 yr. Refresh	(14.51)	(4.03)	(18.54)	(14.51)	(4.03)	(18.54)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.3	Downgrade to M891 19" Monitor															
001.2.3.1	1 yr. Refresh	(36.74)	(5.17)	(41.90)	(36.74)	(5.17)	(41.90)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.3.2	2 yr. Refresh	(18.39)	(3.84)	(22.23)	(18.39)	(3.84)	(22.23)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.3.3	3 yr. Refresh	(12.26)	(3.41)	(15.67)	(12.26)	(3.41)	(15.67)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.4	Downgrade to P991 19" Monitor															
001.2.4.1	1 yr. Refresh	(31.49)	(4.43)	(35.92)	(31.49)	(4.43)	(35.92)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.4.2	2 yr. Refresh	(15.76)	(3.29)	(19.05)	(15.76)	(3.29)	(19.05)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.4.3	3 yr. Refresh	(10.51)	(2.92)	(13.43)	(10.51)	(2.92)	(13.43)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.50	Upgrade to LCD 15" Monitor															
001.2.50.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	107.71	15.15	122.86	107.71	15.15	122.86	N/A	N/A	N/A

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001.2.50.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	53.92	11.25	65.16	53.92	11.25	65.16	N/A	N/A	N/A	
001.2.50.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	35.95	9.99	45.93	35.95	9.99	45.93	N/A	N/A	N/A	
		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.6	Upgrade to M781 17" Monitor															
001.2.6.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	7.17	3.26	10.43	
001.2.6.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3.59	1.94	5.53	
001.2.6.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.39	1.51	3.90	
001.2.7	Upgrade to M991 19" Monitor															
001.2.7.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	16.92	7.69	24.60	
001.2.7.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8.47	4.58	13.05	
001.2.7.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5.65	3.55	9.20	
001.2.8	Upgrade to P991 19" Monitor															
001.2.8.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	22.16	10.07	32.23	
001.2.8.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	11.10	6.00	17.10	
001.2.8.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	7.40	4.65	12.05	
001.2.10	Add M570 15" Monitor															
001.2.10.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	14.50	6.59	21.09	14.50	6.59	21.09	N/A	N/A	N/A
001.2.10.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	7.26	3.93	11.18	7.26	3.93	11.18	N/A	N/A	N/A
001.2.10.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.84	3.04	7.88	4.84	3.04	7.88	N/A	N/A	N/A



Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.11	Add M781 17" Monitor															
001.2.11.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	23.81	10.82	34.62	23.81	10.82	34.62	N/A	N/A	N/A
001.2.11.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	11.92	6.45	18.37	11.92	6.45	18.37	N/A	N/A	N/A
001.2.11.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	7.95	5.00	12.95	7.95	5.00	12.95	N/A	N/A	N/A
001.2.12	Add M931 19" Monitor															
001.2.12.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	37.50	17.04	54.54	37.50	17.04	54.54	N/A	N/A	N/A
001.2.12.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	18.77	10.15	28.93	18.77	10.15	28.93	N/A	N/A	N/A
001.2.12.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	12.52	7.88	20.39	12.52	7.88	20.39	N/A	N/A	N/A
001.2.13	Add P931 19" Monitor															
001.2.13.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	41.89	19.03	60.92	41.89	19.03	60.92	N/A	N/A	N/A
001.2.13.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	20.97	11.34	32.31	20.97	11.34	32.31	N/A	N/A	N/A
001.2.13.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	13.98	8.80	22.78	13.98	8.80	22.78	N/A	N/A	N/A
001.21.14	Downgrade 108GB to 72GB															
001.21.14.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(53.83)	(24.46)	(78.28)
001.21.14.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(26.96)	(14.58)	(41.52)
001.21.14.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(17.96)	(11.30)	(29.27)



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Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.15	Upgrade to 192MB (SDRAM)															
001.2.15.1	1 yr. Refresh	8.86	4.03	12.89	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.15.2	2 yr. Refresh	4.44	2.40	6.83	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.15.3	3 yr. Refresh	2.96	1.86	4.82	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.16	Upgrade to 256MB (SDRAM)															
001.2.16.1	1 yr. Refresh	16.11	7.32	23.43	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.16.2	2 yr. Refresh	8.06	4.36	12.43	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.16.3	3 yr. Refresh	5.38	3.38	8.76	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.17	Upgrade to 384MB (SDRAM)															
001.2.17.1	1 yr. Refresh	32.22	14.64	46.86	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.17.2	2 yr. Refresh	16.13	8.72	24.85	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.17.3	3 yr. Refresh	10.75	6.77	17.52	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.18	Upgrade to 512MB (ECC)															
001.2.18.1	1 yr. Refresh	N/A	N/A	N/A	60.41	27.45	87.86	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.18.2	2 yr. Refresh	N/A	N/A	N/A	30.24	16.36	46.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.18.3	3 yr. Refresh	N/A	N/A	N/A	20.16	12.69	32.85	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.19	Upgrade to 160MB															
001.2.19.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	8.06	3.66	11.71	8.06	3.66	11.71	N/A	N/A	N/A
001.2.19.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.03	2.18	6.21	4.03	2.18	6.21	N/A	N/A	N/A
001.2.19.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	2.69	1.69	4.38	2.69	1.69	4.38	N/A	N/A	N/A



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		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.20	Upgrade to 224MB															
001.2.20.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	24.17	10.98	35.15	24.17	10.98	35.15	N/A	N/A	N/A
001.2.20.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	12.10	6.54	18.64	12.10	6.54	18.64	N/A	N/A	N/A
001.2.20.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	8.07	5.07	13.14	8.07	5.07	13.14	N/A	N/A	N/A
001.2.21	Upgrade to 288MB															
001.2.21.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	40.28	18.30	58.58	40.28	18.30	58.58	N/A	N/A	N/A
001.2.21.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	20.16	10.91	31.07	20.16	10.91	31.07	N/A	N/A	N/A
001.2.21.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	13.44	8.46	21.90	13.44	8.46	21.90	N/A	N/A	N/A
001.2.22	Upgrade to 768MB															
001.2.22.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	41.26	18.75	60.01
001.2.22.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	20.66	11.17	31.83
001.2.22.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	13.77	8.66	22.44
001.2.23	Upgrade to 1024MB															
001.2.23.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	103.11	46.84	149.95
001.2.23.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	51.62	27.92	79.54
001.2.23.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	34.41	21.65	56.06
001.2.24	Upgrade to 30GB Smart II UATA Drive															
001.2.24.1	1 yr. Refresh	3.71	1.69	5.39	3.71	1.69	5.39	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.24.2	2 yr. Refresh	1.86	1.00	2.86	1.86	1.00	2.86	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.24.3	3 yr. Refresh	1.24	0.78	2.02	1.24	0.78	2.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.25	Add 10GB, 5400rpm Hard Disk Drive															
001.2.25.1	1 yr. Refresh	8.77	3.98	12.75	8.77	3.98	12.75	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.25.2	2 yr. Refresh	4.39	2.37	6.76	4.39	2.37	6.76	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.25.3	3 yr. Refresh	2.93	1.84	4.77	2.93	1.84	4.77	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.26	Add 20GB, 5400rpm Hard Disk Drive															
001.2.26.1	1 yr. Refresh	12.08	5.49	17.57	12.08	5.49	17.57	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.26.2	2 yr. Refresh	6.05	3.27	9.32	6.05	3.27	9.32	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.26.3	3 yr. Refresh	4.03	2.54	6.57	4.03	2.54	6.57	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.27	Add 20GB, 7200rpm Hard Disk Drive															
001.2.27.1	1 yr. Refresh	13.20	6.00	19.19	13.20	6.00	19.19	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.27.2	2 yr. Refresh	6.61	3.57	10.18	6.61	3.57	10.18	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.27.3	3 yr. Refresh	4.40	2.77	7.17	4.40	2.77	7.17	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.28	Add 30GB, 7200rpm Hard Disk Drive															
001.2.28.1	1 yr. Refresh	16.92	7.69	24.60	16.92	7.69	24.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.28.2	2 yr. Refresh	8.47	4.58	13.05	8.47	4.58	13.05	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.28.3	3 yr. Refresh	5.65	3.55	9.20	5.65	3.55	9.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.29	Add 34GB, 7200rpm Hard Disk Drive															
001.2.29.1	1 yr. Refresh	24.17	10.98	35.15	24.17	10.98	35.15	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.29.2	2 yr. Refresh	12.10	6.54	18.64	12.10	6.54	18.64	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.29.3	3 yr. Refresh	8.07	5.07	13.14	8.07	5.07	13.14	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.30	Upgrade to 18GB Drive															
001.2.30.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	48.24	21.92	70.16	N/A	N/A	N/A	N/A	N/A	N/A
001.2.30.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	24.15	13.06	37.21	N/A	N/A	N/A	N/A	N/A	N/A
001.2.30.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	16.10	10.13	26.23	N/A	N/A	N/A	N/A	N/A	N/A
001.2.301	Upgrade to 30GB Drive															
001.2.301.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	24.14	10.97	35.11	N/A	N/A	N/A
001.2.301.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12.09	6.54	18.62	N/A	N/A	N/A
001.2.301.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8.06	5.07	13.13	N/A	N/A	N/A

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		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.31	Upgrade to 16X DVD Rom Drive															
001.2.31.1	1 yr. Refresh	4.79	2.17	6.96	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.31.2	2 yr. Refresh	2.40	1.30	3.69	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.31.3	3 yr. Refresh	1.60	1.00	2.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.32	Upgrade to 16X DVD & 4X/4X/24X CD-RW Drive (From CD-Rom)															
001.2.32.1	1 yr. Refresh	24.09	10.95	35.04	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.32.2	2 yr. Refresh	12.06	6.52	18.59	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.32.3	3 yr. Refresh	8.04	5.06	13.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.33	Upgrade to 16X DVD & 4X/4X/24X CD-RW Drive (From DVD)															
001.2.33.1	1 yr. Refresh	N/A	N/A	N/A	19.24	8.74	27.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.33.2	2 yr. Refresh	N/A	N/A	N/A	9.63	5.21	14.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.33.3	3 yr. Refresh	N/A	N/A	N/A	6.42	4.04	10.46	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.34	Add Iomega ZIP 250 w/1 ZIP disk (Internal)															
001.2.34.1	1 yr. Refresh	11.74	5.34	17.08	11.74	5.34	17.08	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.34.2	2 yr. Refresh	5.88	3.18	9.06	5.88	3.18	9.06	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.34.3	3 yr. Refresh	3.92	2.47	6.39	3.92	2.47	6.39	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.35	Add Iomega ZIP 100 w/3 ZIP disks (Internal)															
001.2.35.1	1 yr. Refresh	7.80	3.54	11.34	7.80	3.54	11.34	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.35.2	2 yr. Refresh	3.90	2.11	6.02	3.90	2.11	6.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.35.3	3 yr. Refresh	2.60	1.64	4.24	2.60	1.64	4.24	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.36	Add SuperDisk LS-120 w/2 Disks (Internal)															
001.2.36.1	1 yr. Refresh	7.80	3.54	11.34	7.80	3.54	11.34	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.36.2	2 yr. Refresh	3.90	2.11	6.02	3.90	2.11	6.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.36.3	3 yr. Refresh	2.60	1.64	4.24	2.60	1.64	4.24	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.37	Add Internal TR-5 IDE Tape Backup Unit															
001.2.37.1	1 yr. Refresh	20.05	9.11	29.16	20.05	9.11	29.16	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.37.2	2 yr. Refresh	10.04	5.43	15.47	10.04	5.43	15.47	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.37.3	3 yr. Refresh	6.69	4.21	10.90	6.69	4.21	10.90	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.38	Add 35/70GB Tape Back Up															
001.2.38.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	317.78	144.38	462.16
001.2.38.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	159.08	86.05	245.13
001.2.38.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	106.05	66.73	172.79
001.2.381	Remove 35/70 Tape															
001.2.381.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(248.15)	(112.74)	(360.89)
001.2.381.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(124.22)	(67.19)	(191.42)
001.2.381.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(82.82)	(52.11)	(134.93)
001.2.39	Add Internal LS-120 Drive															
001.2.39.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	12.80	5.81	18.61	12.80	5.81	18.61	N/A	N/A	N/A
001.2.39.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	6.41	3.47	9.87	6.41	3.47	9.87	N/A	N/A	N/A
001.2.39.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.27	2.69	6.96	4.27	2.69	6.96	N/A	N/A	N/A
001.2.40	Add Internal CD-RW Drive															
001.2.40.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	41.80	18.99	60.79	41.80	18.99	60.79	N/A	N/A	N/A
001.2.40.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	20.92	11.32	32.24	20.92	11.32	32.24	N/A	N/A	N/A
001.2.40.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	13.95	8.78	22.73	13.95	8.78	22.73	N/A	N/A	N/A



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Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.41	Add Data/Fax 56K v.90 PCI Modem (Internal)															
001.2.41.1	1 yr. Refresh	2.00	0.91	2.90	2.00	0.91	2.90	N/A	N/A	N/A	N/A	N/A	N/A	2.00	0.91	2.90
001.2.41.2	2 yr. Refresh	1.00	0.54	1.54	1.00	0.54	1.54	N/A	N/A	N/A	N/A	N/A	N/A	1.00	0.54	1.54
001.2.41.3	3 yr. Refresh	0.67	0.42	1.08	0.67	0.42	1.08	N/A	N/A	N/A	N/A	N/A	N/A	0.67	0.42	1.08
001.2.42	Add IBM Token Ring NIC, 8" TokenRing Patchcord															
001.2.42.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	9.58	4.35	13.93
001.2.42.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4.80	2.59	7.39
001.2.42.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3.20	2.01	5.21
001.2.43	Add PCMCIA 10/100 Ethernet Card, 10" ENET Patchcord															
001.2.43.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	10.26	4.66	14.92	10.26	4.66	14.92	N/A	N/A	N/A
001.2.43.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	5.14	2.78	7.91	5.14	2.78	7.91	N/A	N/A	N/A
001.2.43.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	3.42	2.15	5.58	3.42	2.15	5.58	N/A	N/A	N/A
001.2.44	Add IBM PCMCIA Token Ring NIC, 8" TokenRing Patchcord															
001.2.44.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	21.19	9.63	30.82	21.19	9.63	30.82	N/A	N/A	N/A
001.2.44.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	10.61	5.74	16.35	10.61	5.74	16.35	N/A	N/A	N/A
001.2.44.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	7.07	4.45	11.52	7.07	4.45	11.52	N/A	N/A	N/A
001.2.45	Add 56K v.90 Global Modem PC Card															
001.2.45.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	12.08	5.49	17.57	12.08	5.49	17.57	N/A	N/A	N/A
001.2.45.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	6.05	3.27	9.32	6.05	3.27	9.32	N/A	N/A	N/A
001.2.45.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.03	2.54	6.57	4.03	2.54	6.57	N/A	N/A	N/A

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		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.46	Add Casual Carrying Case															
001.2.46.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	3.98	1.81	5.79	3.98	1.81	5.79	N/A	N/A	N/A
001.2.46.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	1.99	1.08	3.07	1.99	1.08	3.07	N/A	N/A	N/A
001.2.46.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	1.33	0.84	2.16	1.33	0.84	2.16	N/A	N/A	N/A
001.2.47	Add Deluxe Carrying Case															
001.2.47.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	7.97	3.62	11.59	7.97	3.62	11.59	N/A	N/A	N/A
001.2.47.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	3.99	2.16	6.14	3.99	2.16	6.14	N/A	N/A	N/A
001.2.47.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	2.66	1.67	4.33	2.66	1.67	4.33	N/A	N/A	N/A
001.2.48	Add Kensington Saddlebag															
001.2.48.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	6.38	2.90	9.27	6.38	2.90	9.27	N/A	N/A	N/A
001.2.48.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	3.19	1.73	4.92	3.19	1.73	4.92	N/A	N/A	N/A
001.2.48.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	2.13	1.34	3.47	2.13	1.34	3.47	N/A	N/A	N/A
001.2.49	Add Mini-Docking Station															
001.2.49.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	16.02	7.28	23.30	16.02	7.28	23.30	N/A	N/A	N/A
001.2.49.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	8.02	4.34	12.36	8.02	4.34	12.36	N/A	N/A	N/A
001.2.49.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	5.35	3.36	8.71	5.35	3.36	8.71	N/A	N/A	N/A
001.2.50	Add Port Replicator															
001.2.50.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	8.06	3.66	11.71	8.06	3.66	11.71	N/A	N/A	N/A
001.2.50.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.03	2.18	6.21	4.03	2.18	6.21	N/A	N/A	N/A
001.2.50.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	2.69	1.69	4.38	2.69	1.69	4.38	N/A	N/A	N/A
001.2.51	Add Docking Station															
001.2.51.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	24.08	10.94	35.01	24.08	10.94	35.01	N/A	N/A	N/A
001.2.51.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	12.05	6.52	18.57	12.05	6.52	18.57	N/A	N/A	N/A
001.2.51.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	8.04	5.06	13.09	8.04	5.06	13.09	N/A	N/A	N/A

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		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.52	Add Port Replicator															
001.2.52.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	11.99	5.45	17.44	11.99	5.45	17.44	N/A	N/A	N/A
001.2.52.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	6.00	3.25	9.25	6.00	3.25	9.25	N/A	N/A	N/A
001.2.52.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.00	2.52	6.52	4.00	2.52	6.52	N/A	N/A	N/A
001.2.53	Add Auto/Airline Adapter															
001.2.53.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	7.97	3.62	11.59	7.97	3.62	11.59	N/A	N/A	N/A
001.2.53.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	3.99	2.16	6.14	3.99	2.16	6.14	N/A	N/A	N/A
001.2.53.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	2.66	1.67	4.33	2.66	1.67	4.33	N/A	N/A	N/A
001.2.54	Add Additional Li-Ion Battery Pack															
001.2.54.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	12.08	5.49	17.57	12.08	5.49	17.57	N/A	N/A	N/A
001.2.54.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	6.05	3.27	9.32	6.05	3.27	9.32	N/A	N/A	N/A
001.2.54.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.03	2.54	6.57	4.03	2.54	6.57	N/A	N/A	N/A
001.2.55	Add Tower to Rack Conversion Kit, 5U															
001.2.55.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	33.56	15.25	48.81
001.2.55.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	16.80	9.09	25.89
001.2.55.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	11.20	7.05	18.25
001.2.56	Add 2nd PIII Xeon Processor															
001.2.56.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	310.13	140.90	451.03
001.2.56.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	155.25	83.98	239.23
001.2.56.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	103.50	65.13	168.63
001.2.57	Add 2nd PIII Processor															
001.2.57.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.57.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.57.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.58	External 104 keyboard/mouse															
001.2.58.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.02	1.83	5.85	4.02	1.83	5.85	N/A	N/A	N/A
001.2.58.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	2.01	1.09	3.10	2.01	1.09	3.10	N/A	N/A	N/A
001.2.58.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	1.34	0.84	2.19	1.34	0.84	2.19	N/A	N/A	N/A
001.2.59	24 U Rack / Cabinet															
001.2.59.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	160.86	73.08	233.94
001.2.59.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	80.52	43.56	124.08
001.2.59.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	53.68	33.78	87.46
001.2.60	7 U Drawer															
001.2.60.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	16.09	7.31	23.41
001.2.60.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8.06	4.36	12.41
001.2.60.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5.37	3.38	8.75
001.2.61	8 U Cover Panel															
001.2.61.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5.55	2.52	8.08
001.2.61.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.78	1.50	4.28
001.2.61.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.85	1.17	3.02
001.2.62	Keyboard Tray Rack															
001.2.62.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10.76	4.89	15.64
001.2.62.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5.39	2.91	8.30
001.2.62.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3.59	2.26	5.85



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Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.3	SERVICE LEVEL SPECIFICATION	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP
001.4	APPROPRIATE PATCH CORD	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP
001.5	SURGE PROTECTOR	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP
001.6	SOFTWARE IMAGE (OS/DRIVERS)	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP
001.7	ORDER TRACKING SURVEY SYSTEM	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP

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 Modification #3
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Scott Fairholm
Agency Director

COMMONWEALTH of VIRGINIA
Department of Information Technology
Acquisition Services Division
110 S. 7th Street
Richmond, Va. 23219

TDD VOICE-- TEL NO
804/371-8076

June 8, 2001

Ms. Holli Ploog, President
DynCorp Management Resources, Inc.
11710 Plaza America Drive
Reston VA 20190-6012

RE: Contractor's Petition, dated 5/7/01; for the addition of Compaq

Dear Ms. Ploog;

I have prepared Modification #2 to Contract VA-000920-DYNC, as the above referenced Contractor's Petition requests.

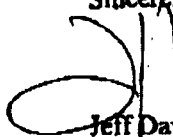
To avoid any misunderstandings in the future, your signature is requested below, representing your concurrence on two issues; 1) you have inserted the words "see attached" in the Contractor's Petition dated 5/7/01 at the blank for Identify Pricing of Service; and 2) the total components of this Modification #2.

Modification #2 consists of this cover letter, Contractor's Petition dated 5/7/01 consisting of pages 1 and 2, and pricing and specifications as delineated on pages 3 through 21. This represents the complete and correct Modification #2.

Subsequent to receipt of your signature in the space denoted below, thus designating your agreement wherein Modification #2 is completely and correctly depicted, the Commonwealth shall execute the Modification pursuant to the signature block identified on the second page of the Contractor's petition.


Ms. Holli Ploog, President

Sincerely,


Jeff Davis, Contracts Manager, DIT

cc: Constance Scott, Electronic Government

Attachments; Pages 1 through 21

**ATTACHMENT A
TO
MODIFICATION #1
TO
CONTRACT VA-000920-DYNC**

CONTRACTOR'S PETITION

Requesting New Services be added to

Contract VA-000920-DYNC

SMS Tracking Number _____
Modification # (Assigned by DIT) 7

Petitioner Halli Ploog
Date 5/7/01

By executing this form, the Contractor, as identified in the above referenced Agreement, hereby requests the Commonwealth add the specific Service as identified herein, to Contract VA-000920-DYNC.

Specific Service or brand family to be added: Campag ✓

The Contractor hereby represents and warrants that until such action as taken by the Commonwealth that results in the addition of the identified Service to the subject Contract, he (Contractor) shall not sell, represent that this action is imminent, or otherwise infer that the Service is forthcoming. Any addition of Service to the subject Contract is at the Commonwealth's sole discretion and is dependent upon an evaluation conducted by SMS, which is not limited by time. No Service shall be added to subject Contract until this form has been executed by the Contracts Manager or his designee, DIT.

Identify Pricing of Service: See attached

Without equivocation, as evidenced by the signature below, the Contractor warrants that the above Service shall and will be available to all "authorized users" for the Term of the Contract, to include all renewals thereof and any other representation made by the Contractor shall be considered a breach of the Contract.

(Contractor signature) * Halli Ploog (rwb)

Page 2

Contractor's Petition
To VA:000920-DYNC

Additional Terms and Conditions, if any: (note: SMS or DIT may reject any petition based on the addition of extra terms and conditions)

PETITIONER / CONTRACTOR

BY: Helli Glene Plouff
NAME: Helli Glene Plouff
TITLE: PRES. DYNACORP MANAGEMENT Resources
DATE: 5-17-01

DEPARTMENT OF TECHNOLOGY
PLANNING, SEAT MANAGEMENT
SECTION

BY: Constance A. Scott
NAME: CONSTANCE A. SCOTT
TITLE: PROJECT manager
DATE: 5.23.01

The Commonwealth hereby executes this Petition which effectively adds the identified Service / brand family noted above to subject Contract. This Petition is effective on the date noted below.


COMMONWEALTH OF VIRGINIA

BY: [Signature]
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: 6-12-01

MAY 17 2001 09:11


Modification #2
to
VA-000920-DYNC
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Seat Management Services**Desktop General Business User (DG)****Compaq Deskpro EN**

SPECIFICATIONS	OPTIONS/UPGRADES
Intel Pentium III 933Mhz	56K V.90 Modem
133 Mhz Front Side Bus	40GB Ultra ATA 100
256MB SDRAM PC133 Memory	CDRW IDE
20GB Ultra ATA 100 Hard Drive	64MB SDRAM Increments
48x Maximum IDE CD-ROM	18" Flat Screen, 17" or 19" Standard
15" Flat Panel LCD Display	
Integrated direct 4MB AGP Video	
Integrated Soundblaster Compatible Sound	
Stereo Speakers	
Convertible Case	
Integrated Intel 10/100 Ethernet Network Adapter	
8 Foot Ethernet Category V Patch Cable	
Microsoft Windows 2000 Professional	
PS2 Mouse	
PS2 Keyboard	
3.5" 1.44MB Disk Drive	
7 Outlet Surge Strip	


The following Compaq Model Deskpro EN is being petitioned by DynCorp to be added to the DynCorp Seat Management contract VA-000920-DYNC

Seat Management Services**Desktop Engineering and Scientific User (DW)****Compaq Deskpro EN**

SPECIFICATIONS	OPTIONS/UPGRADES
Pentium III 1.0Ghz	56K V.90 Modem
133 Mhz Front Side Bus	40GB Ultra ATA 100
256MB SDRAM PC133 Memory	CDRW IDE
30GB Ultra ATA 100 Hard Drive	64MB SDRAM Increments
16x DVD ROM Drive	18" Flat Screen, 17" or 19" Standard
15" Flat Panel LCD Display	
32MB AGP Video Adapter	
Creative Labs Soundblaster	
Stereo Speakers with Sub-Woofer	
Convertible Case	
Integrated Intel 10/100 Ethernet Network Adapter	
8 Foot Ethernet Category V Patch Cable	
Microsoft Windows 2000 Professional	
PS2 Mouse	
PS2 Keyboard	
3.5" 1.44MB Disk Drive	
7 Outlet Surge Strip	


The following Compaq Model Deskpro EN is being petitioned by DynCorp to be added to the DynCorp Seat Management contract VA-000920-DYNC

Seat Management Services**Portable General Business User (PG)****Compaq Armada E500**

SPECIFICATIONS	OPTIONS/UPGRADES
Pentium III 750Mhz with speed step	10/100 MBps PCMCIA Ethernet Adapter
100 Mhz Front Side Bus	20GB 2.5" Hard Drive
256MB SDRAM PC133 Memory	Port Replicator
12GB 2.5" Hard Drive	64MB SDRAM Increments
24x Modular CD-ROM IDE	Carry Case
14.1 XGA TFT Color Display	PCMCIA Wireless Adapter
8MB Integrated Video	
Integrated Sound	
Integrated Speakers	
56K V.90 Modem	
Microsoft Windows 2000 Professional	
Integrated Keyboard	
Touchpad	
3.5" 1.44MB Disk Drive	
7 Outlet Surge Strip	

The following Compaq Model Armada E500 is being petitioned by DynCorp to be added to the DynCorp Seat Management contract VA-000920-DYNC

Seat Management Services**Portable Engineering and Scientific User (PW)****Compaq Armada E500**


SPECIFICATIONS	OPTIONS/UPGRADES
Pentium III 850Mhz with speed step	20GB 2.5" Hard Drive
100 Mhz Front Side Bus	Port Replicator or Docking Station
256MB SDRAM PC133 Memory	64MB SDRAM Increments
20GB 2.5" Hard Drive	Carry Case
Modular DVD ROM Drive	PCMCIA Wireless Adapter
14.1 XGA TFT Color Display	Modular CDRW or 24x or DVD-CDRW
8MB Integrated Video	
Integrated Sound	
Integrated Speakers	
56K V.90 Modem / 10/100 MBps Ethernet combo integrated	
Microsoft Windows 2000 Professional	
Integrated Keyboard	
Touchpad	
3.5" 1.44MB Disk Drive	
7 Outlet Surge Strip	

The following Compaq Model Armada E500 is being petitioned by DynCorp to be added to the DynCorp Seat Management contract VA-000920-DYNC

Seat Management Services

Server (S)

Compaq Proliant ML350

SPECIFICATIONS	OPTIONS/UPGRADES
Pentium III 1.0Ghz	Rack Conversion Kit
133 Mhz Front Side Bus	56K V.90 Modem External
512MB ECC SDRAM Memory PC133	35/70GB DLT Tapes
108GB RAID Configurable Storage	128MB SDRAM ECC Increments
48x Maximum IDE CD-ROM	36GB RAID Storage Increments
15" Standard SVGA Monitor	
Integrated direct 4MB AGP Video	
35/70GB DLT SCSI Tape Backup Drive	
Full-Tower Case	
10/100 MBps Server Network Adapter	
8 Foot Ethernet Category V Patch Cable	
Microsoft Windows 2000 Advanced Server with 25 user licenses	
PS2 Mouse	
PS2 Keyboard	
3.5" 1.44MB Disk Drive	
6 Outlet Surge Protector	

The following Compaq Model Proliant ML350 is being petitioned by DynCorp to be added to the DynCorp Seat Management contract VA-000920-DYNC

Seat Management Services**B.1 Compag Basic Seat Management Services Hardware Prices****B.1.1 Basic Hardware**

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.1	COMPUTER SYSTEM															
001.1.1	SL1															
001.1.1.1	1 yr. Refresh	133.02	91.61	224.64	152.12	100.21	252.32	131.06	98.93	229.99	192.00	112.59	304.59	855.05	503.98	1,359.04
001.1.1.2	2 yr. Refresh	75.98	68.30	144.28	86.89	74.50	161.38	77.81	77.15	154.96	113.99	83.10	197.09	535.26	389.35	924.61
001.1.1.3	3 yr. Refresh	57.04	59.63	116.67	65.23	64.91	130.14	54.63	68.19	123.41	80.02	71.46	151.49	403.59	342.28	745.87
001.1.2	SL2															
001.1.2.1	1 yr. Refresh	133.02	102.68	235.70	152.12	112.07	264.19	131.06	113.24	244.30	192.00	124.55	316.55	855.05	548.46	1,403.51
001.1.2.2	2 yr. Refresh	75.98	77.51	153.49	86.89	84.51	171.40	77.81	89.90	167.71	113.99	93.47	207.46	535.26	430.69	965.95
001.1.2.3	3 yr. Refresh	57.04	68.25	125.29	65.23	74.34	139.57	54.63	81.09	135.72	80.02	81.35	161.37	403.59	382.91	786.50
001.1.3	SL3															
001.1.3.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	131.06	76.07	207.13	192.00	99.72	291.72	N/A	N/A	N/A
001.1.3.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	77.81	57.05	134.86	113.99	72.25	186.24	N/A	N/A	N/A
001.1.3.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	54.63	49.51	104.14	80.02	61.26	141.28	N/A	N/A	N/A
001.1.4	SL4															
001.1.4.1	1 yr. Refresh	133.02	81.81	214.83	152.12	90.14	242.26	131.06	85.75	216.82	192.00	102.22	294.22	855.05	468.20	1,323.25
001.1.4.2	2 yr. Refresh	75.98	60.37	136.35	86.89	66.30	153.19	77.81	65.55	143.36	113.99	74.35	188.34	535.26	356.83	892.10
001.1.4.3	3 yr. Refresh	57.04	52.31	109.36	65.23	57.32	122.55	54.63	57.66	112.28	80.02	63.22	143.25	403.59	310.61	714.19



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Commonwealth of Virginia
Seat Management Services

B.1.2 Compaq Basic Hardware Options/Upgrades

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2	OPTIONS/UPGRADES															
001.2.1	Downgrade to V570 15" Monitor															
001.2.1.1	1 yr. Refresh	(46.90)	(6.60)	(53.49)	(46.90)	(6.60)	(53.49)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.1.2	2 yr. Refresh	(23.48)	(4.90)	(28.37)	(23.48)	(4.90)	(28.37)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.1.3	3 yr. Refresh	(15.65)	(4.35)	(20.00)	(15.65)	(4.35)	(20.00)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.2	Downgrade to S710 17" Monitor															
001.2.2.1	1 yr. Refresh	(43.48)	(6.12)	(49.60)	(43.48)	(6.12)	(49.60)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.2.2	2 yr. Refresh	(21.77)	(4.54)	(26.31)	(21.77)	(4.54)	(26.31)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.2.3	3 yr. Refresh	(14.51)	(4.03)	(18.54)	(14.51)	(4.03)	(18.54)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.3	Downgrade to S910 19" Monitor															
001.2.3.1	1 yr. Refresh	(36.74)	(5.17)	(41.90)	(36.74)	(5.17)	(41.90)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.3.2	2 yr. Refresh	(18.39)	(3.84)	(22.23)	(18.39)	(3.84)	(22.23)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.3.3	3 yr. Refresh	(12.26)	(3.41)	(15.67)	(12.26)	(3.41)	(15.67)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.4	Downgrade to P910 19" Monitor															
001.2.4.1	1 yr. Refresh	(31.49)	(4.43)	(35.92)	(31.49)	(4.43)	(35.92)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.4.2	2 yr. Refresh	(15.76)	(3.29)	(19.05)	(15.76)	(3.29)	(19.05)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.4.3	3 yr. Refresh	(10.51)	(2.92)	(13.43)	(10.51)	(2.92)	(13.43)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.50	Upgrade to LCD 15" Monitor															
001.2.50.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	107.71	15.15	122.86	107.71	15.15	122.86	N/A	N/A	N/A

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Commonwealth of Virginia

Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.6	Upgrade to S710 17" Monitor															
001.2.6.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	7.17	3.26	10.43
001.2.6.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3.59	1.94	5.53
001.2.6.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.39	1.51	3.90
001.2.7	Upgrade to S910 19" Monitor															
001.2.7.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	16.92	7.69	24.60
001.2.7.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8.47	4.58	13.05
001.2.7.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5.65	3.55	9.20
001.2.8	Upgrade to P910 19" Monitor															
001.2.8.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	22.16	10.07	32.23
001.2.8.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	11.10	6.00	17.10
001.2.8.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	7.40	4.65	12.05
001.2.10	Add EV500 15" Monitor															
001.2.10.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	14.50	6.59	21.09	14.50	6.59	21.09	N/A	N/A	N/A
001.2.10.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	7.26	3.93	11.18	7.26	3.93	11.18	N/A	N/A	N/A
001.2.10.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.84	3.04	7.88	4.84	3.04	7.88	N/A	N/A	N/A



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Commonwealth of Virginia

Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.11	Add S710 17" Monitor															
001.2.11.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	23.81	10.82	34.62	23.81	10.82	34.62	N/A	N/A	N/A
001.2.11.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	11.92	6.45	18.37	11.92	6.45	18.37	N/A	N/A	N/A
001.2.11.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	7.95	5.00	12.95	7.95	5.00	12.95	N/A	N/A	N/A
001.2.12	Add S910 19" Monitor															
001.2.12.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	37.50	17.04	54.54	37.50	17.04	54.54	N/A	N/A	N/A
001.2.12.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	18.77	10.15	28.93	18.77	10.15	28.93	N/A	N/A	N/A
001.2.12.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	12.52	7.88	20.39	12.52	7.88	20.39	N/A	N/A	N/A
001.2.13	Add P910 19" Monitor															
001.2.13.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	41.89	19.03	60.92	41.89	19.03	60.92	N/A	N/A	N/A
001.2.13.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	20.97	11.34	32.31	20.97	11.34	32.31	N/A	N/A	N/A
001.2.13.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	13.98	8.80	22.78	13.98	8.80	22.78	N/A	N/A	N/A
001.21.14	Downgrade 108GB to 72GB															
001.21.14.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(53.83)	(24.46)	(78.28)
001.21.14.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(26.95)	(14.58)	(41.52)
001.21.14.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(17.96)	(11.30)	(29.27)



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Commonwealth of Virginia
Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.15	Upgrade to 192MB (SDRAM)															
001.2.15.1	1 yr. Refresh	8.86	4.03	12.89	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.15.2	2 yr. Refresh	4.44	2.40	6.83	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.15.3	3 yr. Refresh	2.96	1.86	4.82	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.16	Upgrade to 256MB (SDRAM)															
001.2.16.1	1 yr. Refresh	16.11	7.32	23.43	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.16.2	2 yr. Refresh	8.06	4.36	12.43	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.16.3	3 yr. Refresh	5.38	3.38	8.76	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.17	Upgrade to 384MB (SDRAM)															
001.2.17.1	1 yr. Refresh	32.22	14.64	46.86	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.17.2	2 yr. Refresh	16.13	8.72	24.85	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.17.3	3 yr. Refresh	10.75	6.77	17.52	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.18	Upgrade to 512MB (ECC)															
001.2.18.1	1 yr. Refresh	N/A	N/A	N/A	60.41	27.45	87.86	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.18.2	2 yr. Refresh	N/A	N/A	N/A	30.24	16.36	46.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.18.3	3 yr. Refresh	N/A	N/A	N/A	20.16	12.69	32.85	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.19	Upgrade to 160MB															
001.2.19.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	8.06	3.66	11.71	8.06	3.66	11.71	N/A	N/A	N/A
001.2.19.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.03	2.18	6.21	4.03	2.18	6.21	N/A	N/A	N/A
001.2.19.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	2.69	1.69	4.38	2.69	1.69	4.38	N/A	N/A	N/A

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Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.20	Upgrade to 224MB															
001.2.20.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	24.17	10.98	35.15	24.17	10.98	35.15	N/A	N/A	N/A
001.2.20.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	12.10	6.54	18.64	12.10	6.54	18.64	N/A	N/A	N/A
001.2.20.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	8.07	5.07	13.14	8.07	5.07	13.14	N/A	N/A	N/A
001.2.21	Upgrade to 288MB															
001.2.21.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	40.28	18.30	58.58	40.28	18.30	58.58	N/A	N/A	N/A
001.2.21.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	20.16	10.91	31.07	20.16	10.91	31.07	N/A	N/A	N/A
001.2.21.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	13.44	8.46	21.90	13.44	8.46	21.90	N/A	N/A	N/A
001.2.22	Upgrade to 768MB															
001.2.22.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	41.26	18.75	60.01
001.2.22.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	20.66	11.17	31.83
001.2.22.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	13.77	8.66	22.44
001.2.23	Upgrade to 1024MB															
001.2.23.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	103.11	46.84	149.95
001.2.23.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	51.62	27.92	79.54
001.2.23.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	34.41	21.65	56.06
001.2.24	Upgrade to 30GB Smart II UATA Drive															
001.2.24.1	1 yr. Refresh	3.71	1.69	5.39	3.71	1.69	5.39	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.24.2	2 yr. Refresh	1.86	1.00	2.86	1.86	1.00	2.86	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.24.3	3 yr. Refresh	1.24	0.78	2.02	1.24	0.78	2.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.25	Add 10GB, 5400rpm Hard Disk Drive															
001.2.25.1	1 yr. Refresh	8.77	3.98	12.75	8.77	3.98	12.75	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.25.2	2 yr. Refresh	4.39	2.37	6.76	4.39	2.37	6.76	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.25.3	3 yr. Refresh	2.93	1.84	4.77	2.93	1.84	4.77	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A



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		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.26	Add 20GB, 5400rpm Hard Disk Drive															
001.2.26.1	1 yr. Refresh	12.08	5.49	17.57	12.08	5.49	17.57	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.26.2	2 yr. Refresh	6.05	3.27	9.32	6.05	3.27	9.32	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.26.3	3 yr. Refresh	4.03	2.54	6.57	4.03	2.54	6.57	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.27	Add 20GB, 7200rpm Hard Disk Drive															
001.2.27.1	1 yr. Refresh	13.20	6.00	19.19	13.20	6.00	19.19	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.27.2	2 yr. Refresh	6.61	3.57	10.18	6.61	3.57	10.18	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.27.3	3 yr. Refresh	4.40	2.77	7.17	4.40	2.77	7.17	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.28	Add 30GB, 7200rpm Hard Disk Drive															
001.2.28.1	1 yr. Refresh	16.92	7.69	24.60	16.92	7.69	24.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.28.2	2 yr. Refresh	8.47	4.58	13.05	8.47	4.58	13.05	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.28.3	3 yr. Refresh	5.65	3.55	9.20	5.65	3.55	9.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.29	Add 34GB, 7200rpm Hard Disk Drive															
001.2.29.1	1 yr. Refresh	24.17	10.98	35.15	24.17	10.98	35.15	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.29.2	2 yr. Refresh	12.10	6.54	18.64	12.10	6.54	18.64	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.29.3	3 yr. Refresh	8.07	5.07	13.14	8.07	5.07	13.14	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.30	Upgrade to 18GB Drive															
001.2.30.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	48.24	21.92	70.16	N/A	N/A	N/A	N/A	N/A	N/A
001.2.30.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	24.15	13.06	37.21	N/A	N/A	N/A	N/A	N/A	N/A
001.2.30.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	16.10	10.13	26.23	N/A	N/A	N/A	N/A	N/A	N/A
001.2.301	Upgrade to 30GB Drive															
001.2.301.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	24.14	10.97	35.11	N/A	N/A	N/A
001.2.301.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12.09	6.54	18.62	N/A	N/A	N/A
001.2.301.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8.06	5.07	13.13	N/A	N/A	N/A

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Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.31	Upgrade to 16X DVD Rom Drive															
001.2.31.1	1 yr. Refresh	4.79	2.17	6.96	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.31.2	2 yr. Refresh	2.40	1.30	3.69	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.31.3	3 yr. Refresh	1.60	1.00	2.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.32	Upgrade to 16X DVD & 4X4X/24X CD-RW Drive (From CD-Rom)															
001.2.32.1	1 yr. Refresh	24.09	10.95	35.04	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.32.2	2 yr. Refresh	12.06	6.52	18.59	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.32.3	3 yr. Refresh	8.04	5.06	13.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.33	Upgrade to 16X DVD & 4X4X/24X CD-RW Drive (From DVD)															
001.2.33.1	1 yr. Refresh	N/A	N/A	N/A	19.24	8.74	27.99	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.33.2	2 yr. Refresh	N/A	N/A	N/A	9.63	5.21	14.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.33.3	3 yr. Refresh	N/A	N/A	N/A	6.42	4.04	10.46	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.34	Add Iomega ZIP 250 w/1 ZIP disk (Internal)															
001.2.34.1	1 yr. Refresh	11.74	5.34	17.08	11.74	5.34	17.08	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.34.2	2 yr. Refresh	5.88	3.18	9.06	5.88	3.18	9.06	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.34.3	3 yr. Refresh	3.92	2.47	6.39	3.92	2.47	6.39	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.35	Add Iomega ZIP 100 w/3 ZIP disks (Internal)															
001.2.35.1	1 yr. Refresh	7.80	3.54	11.34	7.80	3.54	11.34	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.35.2	2 yr. Refresh	3.90	2.11	6.02	3.90	2.11	6.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.35.3	3 yr. Refresh	2.60	1.64	4.24	2.60	1.64	4.24	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.36	Add SuperDisk LS-120 w/2 Disks (Internal)															
001.2.36.1	1 yr. Refresh	7.80	3.54	11.34	7.80	3.54	11.34	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.36.2	2 yr. Refresh	3.90	2.11	6.02	3.90	2.11	6.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.36.3	3 yr. Refresh	2.60	1.64	4.24	2.60	1.64	4.24	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.37	Add Internal TR-5 IDE Tape Backup Unit															
001.2.37.1	1 yr. Refresh	20.05	9.11	29.16	20.05	9.11	29.16	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.37.2	2 yr. Refresh	10.04	5.43	15.47	10.04	5.43	15.47	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.37.3	3 yr. Refresh	6.69	4.21	10.90	6.69	4.21	10.90	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.38	Add 35/70GB Tape Back Up															
001.2.38.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	317.78	144.38	462.16
001.2.38.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	159.08	86.05	245.13
001.2.38.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	106.05	66.73	172.79
001.2.381	Remove 35/70 Tape															
001.2.381.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(248.15)	(112.74)	(360.89)
001.2.381.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(124.22)	(67.19)	(191.42)
001.2.381.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(82.82)	(52.11)	(134.93)
001.2.39	Add Internal LS-120 Drive															
001.2.39.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	12.80	5.81	18.61	12.80	5.81	18.61	N/A	N/A	N/A
001.2.39.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	6.41	3.47	9.87	6.41	3.47	9.87	N/A	N/A	N/A
001.2.39.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.27	2.69	6.96	4.27	2.69	6.96	N/A	N/A	N/A
001.2.40	Add Internal CD-RW Drive															
001.2.40.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	41.80	18.99	60.79	41.80	18.99	60.79	N/A	N/A	N/A
001.2.40.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	20.92	11.32	32.24	20.92	11.32	32.24	N/A	N/A	N/A
001.2.40.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	13.95	8.78	22.73	13.95	8.78	22.73	N/A	N/A	N/A



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Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.41	Add Data/Fax 56K v.90 PCI Modem (Internal)															
001.2.41.1	1 yr. Refresh	2.00	0.91	2.90	2.00	0.91	2.90	N/A	N/A	N/A	N/A	N/A	N/A	2.00	0.91	2.90
001.2.41.2	2 yr. Refresh	1.00	0.54	1.54	1.00	0.54	1.54	N/A	N/A	N/A	N/A	N/A	N/A	1.00	0.54	1.54
001.2.41.3	3 yr. Refresh	0.67	0.42	1.08	0.67	0.42	1.08	N/A	N/A	N/A	N/A	N/A	N/A	0.67	0.42	1.08
001.2.42	Add IBM Token Ring NIC, 8" TokenRing Patchcord															
001.2.42.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	9.58	4.35	13.93
001.2.42.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4.80	2.59	7.39
001.2.42.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3.20	2.01	5.21
001.2.43	Add PCMCIA 10/100 Ethernet Card, 10" ENET Patchcord															
001.2.43.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	10.26	4.66	14.92	10.26	4.66	14.92	N/A	N/A	N/A
001.2.43.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	5.14	2.78	7.91	5.14	2.78	7.91	N/A	N/A	N/A
001.2.43.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	3.42	2.15	5.58	3.42	2.15	5.58	N/A	N/A	N/A
001.2.44	Add IBM PCMCIA Token Ring NIC, 8" TokenRing Patchcord															
001.2.44.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	21.19	9.63	30.82	21.19	9.63	30.82	N/A	N/A	N/A
001.2.44.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	10.61	5.74	16.35	10.61	5.74	16.35	N/A	N/A	N/A
001.2.44.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	7.07	4.45	11.52	7.07	4.45	11.52	N/A	N/A	N/A
001.2.45	Add 56K v.90 Global Modem PC Card															
001.2.45.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	12.08	5.49	17.57	12.08	5.49	17.57	N/A	N/A	N/A
001.2.45.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	6.05	3.27	9.32	6.05	3.27	9.32	N/A	N/A	N/A
001.2.45.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.03	2.54	6.57	4.03	2.54	6.57	N/A	N/A	N/A



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Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.46	Add Casual Carrying Case															
001.2.46.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	3.98	1.81	5.79	3.98	1.81	5.79	N/A	N/A	N/A
001.2.46.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	1.99	1.08	3.07	1.99	1.08	3.07	N/A	N/A	N/A
001.2.46.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	1.33	0.84	2.16	1.33	0.84	2.16	N/A	N/A	N/A
001.2.47	Add Deluxe Carrying Case															
001.2.47.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	7.97	3.62	11.59	7.97	3.62	11.59	N/A	N/A	N/A
001.2.47.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	3.99	2.16	6.14	3.99	2.16	6.14	N/A	N/A	N/A
001.2.47.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	2.66	1.67	4.33	2.66	1.67	4.33	N/A	N/A	N/A
001.2.48	Add Kensington Saddlebag															
001.2.48.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	6.38	2.90	9.27	6.38	2.90	9.27	N/A	N/A	N/A
001.2.48.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	3.19	1.73	4.92	3.19	1.73	4.92	N/A	N/A	N/A
001.2.48.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	2.13	1.34	3.47	2.13	1.34	3.47	N/A	N/A	N/A
001.2.49	Add Mini Docking Station															
001.2.49.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	16.02	7.28	23.30	16.02	7.28	23.30	N/A	N/A	N/A
001.2.49.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	8.02	4.34	12.36	8.02	4.34	12.36	N/A	N/A	N/A
001.2.49.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	5.35	3.36	8.71	5.35	3.36	8.71	N/A	N/A	N/A
001.2.50	Add Port Replicator															
001.2.50.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	8.06	3.66	11.71	8.06	3.66	11.71	N/A	N/A	N/A
001.2.50.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.03	2.18	6.21	4.03	2.18	6.21	N/A	N/A	N/A
001.2.50.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	2.69	1.69	4.38	2.69	1.69	4.38	N/A	N/A	N/A
001.2.51	Add Docking Station															
001.2.51.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	24.08	10.94	35.01	24.08	10.94	35.01	N/A	N/A	N/A
001.2.51.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	12.05	6.52	18.57	12.05	6.52	18.57	N/A	N/A	N/A
001.2.51.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	8.04	5.06	13.09	8.04	5.06	13.09	N/A	N/A	N/A

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Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.52	Add Port Replicator															
001.2.52.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	11.99	5.45	17.44	11.99	5.45	17.44	N/A	N/A	N/A
001.2.52.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	6.00	3.25	9.25	6.00	3.25	9.25	N/A	N/A	N/A
001.2.52.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.00	2.52	6.52	4.00	2.52	6.52	N/A	N/A	N/A
001.2.53	Add Auto/Airline Adapter															
001.2.53.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	7.97	3.62	11.59	7.97	3.62	11.59	N/A	N/A	N/A
001.2.53.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	3.99	2.16	6.14	3.99	2.16	6.14	N/A	N/A	N/A
001.2.53.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	2.66	1.67	4.33	2.66	1.67	4.33	N/A	N/A	N/A
001.2.54	Add Additional Li-Ion Battery Pack															
001.2.54.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	12.08	5.49	17.57	12.08	5.49	17.57	N/A	N/A	N/A
001.2.54.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	6.05	3.27	9.32	6.05	3.27	9.32	N/A	N/A	N/A
001.2.54.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.03	2.54	6.57	4.03	2.54	6.57	N/A	N/A	N/A
001.2.55	Add Tower to Rack Conversion Kit, 5U															
001.2.55.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	33.56	15.25	48.81
001.2.55.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	16.80	9.09	25.89
001.2.55.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	11.20	7.05	18.25
001.2.56	Add 2nd Pill Xeon Processor															
001.2.56.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	310.13	140.90	451.03
001.2.56.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	155.25	83.98	239.23
001.2.56.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	103.50	65.13	168.63
001.2.57	Add 2nd Pill Processor															
001.2.57.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.57.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
001.2.57.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A



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Commonwealth of Virginia
Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.2.58	External 104 keyboard/mouse															
001.2.58.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	4.02	1.83	5.85	4.02	1.83	5.85	N/A	N/A	N/A
001.2.58.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	2.01	1.09	3.10	2.01	1.09	3.10	N/A	N/A	N/A
001.2.58.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	1.34	0.84	2.19	1.34	0.84	2.19	N/A	N/A	N/A
001.2.59	24 U Rack / Cabinet															
001.2.59.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	160.86	73.08	233.94
001.2.59.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	80.52	43.56	124.08
001.2.59.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	53.68	33.78	87.46
001.2.60	7 U Drawer															
001.2.60.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	16.09	7.31	23.41
001.2.60.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8.06	4.36	12.41
001.2.60.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5.37	3.38	8.75
001.2.61	8 U Cover Panel															
001.2.61.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5.55	2.52	8.08
001.2.61.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.78	1.50	4.28
001.2.61.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.85	1.17	3.02
001.2.62	Keyboard Tray Rack															
001.2.62.1	1 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10.76	4.89	15.64
001.2.62.2	2 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5.39	2.91	8.30
001.2.62.3	3 yr. Refresh	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3.59	2.26	5.85



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Commonwealth of Virginia
Seat Management Services

		DG			DW			PG			PW			SE		
		T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL	T	I	TOTAL
001	ACQUISITION															
001.3	SERVICE LEVEL SPECIFICATION	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP
001.4	APPROPRIATE PATCH CORD	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP
001.5	SURGE PROTECTOR	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP
001.6	SOFTWARE IMAGE (OS/DRIVERS)	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP
001.7	ORDER TRACKING SURVEY SYSTEM	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP	NSP



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**MODIFICATION # 1
TO
CONTRACT NUMBER VA-000920-DYNC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
DYNCORP TECHSERV, LLC**

01 MAY -7 PM 3:28

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "DIT" (Department of Information Technology) and DynCorp TechServ, LLC, hereinafter referred to as "Contractor". This Modification #1 is hereby incorporated into and made an integral part of the Agreement, or Contract, VA-000920-DYNC.

This Modification #1 is effective upon execution by both parties.

Both above referenced parties hereby agree to amend Contract VA-000920-DYNC, as delineated below. This Modification #1 depicts the procedures identified to both parties, wherein once executed, the procedures may be followed by both parties for the addition of Services to said Contract.

Attachment A to this Modification #1, incorporated herein, is the Contractor form for identifying and requesting Services' addition to the Contract. Once executed by the Contractor and submitted to the SMS (Department of Technology Planning, Seat Management Section), or any other appropriate body as identified by DIT, the SMS will either approve or reject, at their (SMS) sole discretion, and if applicable, forward to DIT for final approval and execution, or in its (DIT's) sole discretion, rejection of the proposed addition to the Contract.

- A. For any and every Service added to said Contract, via Attachment A, the following additional terms and conditions (Sections **A. or B.**) shall apply in every instance.
- B. For any Service except the addition of brand families for the fulfillment of a SEAT, or platform hardware:
 - 1. For any Service added to subject Contract, the Services shall be available to all "authorized users" in every instance, for the life of the Contract to include all renewals thereof.
 - 2. Pricing for additional Service/s shall be mutually agreed to; any price increases for additional Services shall be maintained by the Contract in its current form.
 - 3. The Contractor agrees to update his web site to identify Services and pricing.

D.I.T.

4. The Contractor shall not delete any Service, for the life of the Contract and any renewals thereof. THE CONTRACTOR HEREBY REPRESENTS AND WARRANTS THAT ALL SERVICES SHALL BE AVAILABLE TO ALL AUTHORIZED USERS FOR THE LIFE OF THE CONTRACT, AND ANY OTHER REPRESENTATION SHALL BE CONSIDERED A BREACH BY THE CONTRACTOR WHICH MAY BE REMEDIED BY IMMEDIATE TERMINATION OF THE AGREEMENT WITHOUT LIMITATION.

B. For any Service concerning the specific addition of brand families the following additional terms and conditions shall apply in every instance

1. For any brand family of hardware added, the price shall not exceed the lowest price of any brand family originally awarded. The price shall be a NOT TO EXCEED PRICE and shall never, in any circumstance exceed that price.
2. For any brand family of hardware added, the Contractor represents and warrants that the brand family shall be available to all "authorized users" during the remaining life of the Contract to include all renewals.
3. The Contractor shall not delete any brand family. The Contractor shall not substitute any brand family. For any extreme event wherein a brand family is not generally available, a Contract modification is required prior to removal of that specific brand family from subject Contract. THE CONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT FOR ANY INSTANCE WHEREIN ALL BRAND FAMILIES ARE NOT AVAILABLE TO ALL AUTHORIZED USERS. THE CONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT FOR ANY INSTANCE WHEREBY THE CONTRACTOR HAS DELETED A BRAND FAMILY WITHOUT THE PRIOR WRITTEN CONSENT, DOCUMENTED AS A MODIFICATION TO SAID CONTRACT, OF THE COMMONWEALTH OF VIRGINIA.
4. The Contract as represented by the Agreement and all modifications thereto and the Contractor may not represent more that six (6) brands at any one time, for the life of the Contract to include all renewals thereof.
5. The Contractor is required to identify the OEM web site for product pricing, availability and other information.
6. The Contractor shall provide enough information, to be attached to his submitted Attachment A, wherein the SMS can make the determination that the brand family submitted will meet or exceed the Commonwealth's performance specifications assigned to the specific designation, i.e., desktop general business, desktop engineering and scientific, or other.
7. The Contractor shall provide the exact same maintenance schedules as denoted in the SMSCOV Standards for any additional brand.



The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-DYNC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT
AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY
THE TERMS AND CONDITIONS OF THE CONTRACT.**

DYNCORP TECHSERV, LLC

BY: [Signature]
NAME: Holly Irene Proctor
TITLE: President, DMR
DATE: 5/4/01

COMMONWEALTH OF VIRGINIA

BY: [Signature]
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: 5-8-01

**ATTACHMENT A
TO
MODIFICATION #1
TO
CONTRACT VA-000920-DYNC**

CONTRACTOR'S PETITION

Requesting New Services be added to

Contract VA-000920-DYNC

SMS Tracking Number _____
Modification # (Assigned by DIT) _____

Petitioner _____
Date _____

By executing this form, the Contractor, as identified in the above referenced Agreement, hereby requests the Commonwealth add the specific Service as identified herein, to Contract VA-000920-DYNC.

Specific Service or brand family to be added: _____

The Contractor hereby represents and warrants that until such action as taken by the Commonwealth that results in the addition of the identified Service to the subject Contract, he (Contractor) shall not sell, represent that this action is imminent, or otherwise infer that the Service is forthcoming. Any addition of Service to the subject Contract is at the Commonwealth's sole discretion and is dependent upon an evaluation conducted by SMS, which is not limited by time. No Service shall be added to subject Contract until this form has been executed by the Contractor's Manager or his designee, DIT.



Identify Pricing of Service: _____

Without equivocation, as evidenced by the signature below, the Contractor warrants that the above Service shall and will be available to all "authorized users" for the Term of the Contract, to include all renewals thereof and any other representation made by the Contractor shall be considered a breach of the Contract.

(Contractor signature) _____

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Contractor's Petition

To VA:000920-DYNC

Additional Terms and Conditions, if any: (note: SMS or DIT may reject any petition based on the addition of extra terms and conditions)

PETITIONER / CONTRACTOR

DEPARTMENT OF TECHNOLOGY
PLANNING, SEAT MANAGEMENT
SECTION

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

The Commonwealth hereby executes this Petition which effectively adds the identified Service/brand family noted above to subject Contract. This Petition is effective on the date noted below.



COMMONWEALTH OF VIRGINIA

BY: _____
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: _____

**MASTER CONTRACT
VA-000920-DYNC
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
DYNCORP TECHSERV LLC**

1 SCOPE OF AGREEMENT

This is an agreement (the "Agreement" or "Contract") between the Commonwealth of Virginia hereinafter referred to as "Commonwealth", "State", or "DIT"(Department of Information Technology) and DynCorp TechServ, LLC,(the "Contractor"), a Virginia corporation having its principal place of business at 11710 Plaza America Drive, Reston, VA 20910 for the purchase of **Services** (Seat Management Services, "SMS").

This Master Agreement may be used by any state agency, institution of higher education, locality or political subdivision as defined in the Code of Virginia, local school division or other public body of the Commonwealth ("authorized users"). Each authorized user will be solely responsible for any obligations in connection with orders placed by that authorized user. IN NO EVENT SHALL THE COMMONWEALTH OF VIRGINIA OR DIT HAVE ANY FINANCIAL RESPONSIBILITY FOR THE CONTRACTUAL OBLIGATIONS OF THE USERS (AS DEFINED ABOVE) UNDER THIS MASTER CONTRACT.

This Master Agreement may not be used by students. It is the intent of both parties to aggressively pursue a subsequent agreement wherein students' rights and Contractor's provisions are further defined. It is intended that this subsequent agreement shall be an addendum to this Master Agreement. However this paragraph shall not be construed to require an agreement be reached or limit in any way the freedom of either party to determine the contractual content satisfactory to such party.

The Contractor's pricing as listed in Attachment A, hereto is NOT TO EXCEED PRICING. During the initial term and all renewals periods of this Master Agreement, the pricing shall not exceed the pricing as delineated in Attachment A. It is the intent of Attachment A to be dynamic and flexible so as to allow the Contractor to change prices according to the procedure as identified in Attachment A, and herein but at no time during the term will the prices exceed the prices as listed in Attachment A as of the date of execution on this Agreement for each configuration as delineated in the SMS COV Standards. This Agreement is effective September 20, 2000.

It is the intent of the parties that Attachment A or any other portion of the Agreement may be posted on the Contractor's web site and or the Commonwealth's web site. The Contractor may, from time to time and in accordance with this Agreement, use the web site as an opportunity to enhance its procedures or post additional information, or to identify updated pricing. These undertakings by the Contractor would be considered in every instance, more favorable to the Commonwealth. ANY CHANGES TO THE CONTRACTOR'S WEB SITE DO NOT CONSTITUTE A CHANGE TO THE AGREEMENT.



2 PURCHASE OPTION

In the event of termination for default, the Commonwealth may at its discretion purchase the Assets in place. The costs to the Commonwealth for the purchase can be calculated as defined in Attachment A, (The Administrative Procedures Manual). The purchase shall be for hardware, or equipment only and does not include Services or Software. Subsequent to the Commonwealth's purchase, all contractual obligations for that SEAT are terminated by both parties.

3 AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with Section 11-55 of the Code of Virginia. The only representatives authorized to modify this Agreement on behalf of the Commonwealth and the Contractor are shown below.

CONTRACTOR

Ms. Holli Ploog
President, State and Local
DynCorp TechServ, LLC
11710 Plaza America Drive
Reston, VA 20190

COMMONWEALTH OF VIRGINIA

Contracts Manager
Dept. of Information Technology
Richmond Plaza Bldg., Lobby Level
110 South 7th Street
Richmond, VA 23219

4. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

To qualify for acceptance, all Services identified by a specific Order must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement, at an average effectiveness level of 95% or more, calculated over a period of 48 hours (business hours). Authorized users shall not pay any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level. If the Services do not meet the standard of performance during the 48 hour test, the acceptance period may continue on a day to day basis until all Services, comprising the Order, concurrently meet the 95% System Availability level, or authorized users may not accept the Contractor's Services identified by the Order, and the Order shall automatically terminate at no cost to the Commonwealth. In the absence of any correspondence from the Commonwealth that identifies non-conformance, the Contractor shall determine the Services, accepted by the Commonwealth.

Should it be necessary, the Commonwealth may delay the start of any individual acceptance test, but such a delay shall not exceed ten consecutive days. During any delay in the start of the acceptance testing, the installed units shall not be available for use by the authorized user.

5. SITE AVAILABILITY and DELIVERY

The Commonwealth shall have the site or location ready for the Services to be installed at the time of delivery as identified in the Order. Should the Commonwealth not have the site available for Services at the agreed to date, then the Commonwealth entity may be charged a fee equal to the

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amount of expenses incurred by the Contractor as identified in this Agreement, for the attempted delivery.

Any equipment, materials, shall be delivered to the Commonwealth location FOB destination. Contractor shall arrange for delivery of the Services (equipment, hardware, or other), to the Commonwealth premises on the dates agreed to by both parties. The Commonwealth will not be financially obligated or responsible for any equipment, hardware, or other while stored on the Commonwealth property, until such is installed and considered Services.

Contractor's authorized representatives shall have access to Commonwealth's location during normal business hours in accordance with all security procedures for that specific location and as may be identified herein.

6. FIELD MODIFICATIONS AND OR ENGINEERING CHANGES

During the term of this Agreement, Contractor agrees to keep the Services provided hereunder at the latest OEM sponsored modifications and or engineering change. Such upgrades shall be made as soon as practical after the notification and or engineering change is announced by the OEM to the public, but in no event shall the modification and or engineering change be installed by Contractor later than thirty days after such notification. There shall be no charge to authorized users for any such modification and or engineering change. Such changes shall be made at times which will not impact the user's business operations.

7. MAINTENANCE

During the term of this Agreement, Contractor agrees to provide all labor, parts and travel necessary to maintain the Services at a Systems Availability level of 95% uptime. The Contractor shall provide on-site maintenance service for all equipment, in either of two Service Levels:

1. Service Level 1; Contractor acknowledges call within one (1) hour of receipt and problem is corrected within 24 hours of initial call. This correction may involve total or partial replacement of Asset or or component/s as necessary.

2. Service Level 2; Contractor acknowledges call within one half (1/2) hour of receipt and problem is corrected within 4 hours of initial call. This correction may involve total or partial replacement of Asset or component/s as necessary.

3. Service Level 3 (PG and PW); Contractor acknowledges call with one (1) hour of receipt during PPM or within one (1) hour of receipt at the beginning of the next PPM for call received outside of PPM. Contractor replaces malfunctioning portable computer the next business day via overnight courier, Authorized user returns malfunctioning unit (using pre-paid airbill) in the new unit's packaging.

4. Service Level 4; Contractor acknowledges call within one (1) hour of receipt during PPM or within one (1) hour of receipt at the beginning of the next PPM for call received outside of PPM. Problem is corrected no later than the end of PPM on the 2nd business day after acknowledgment of call.



8. LIQUIDATED DAMAGES

The parties recognize that if delivery of the Services identified in the Agreement are not accomplished within the time limits above, authorized user's damages will be difficult to quantify. Therefore, if the Services are not ready for acceptance testing within 24 hours, after the Contractor agreed to delivery and install date, the parties agree that Contractor shall pay daily liquidated damages that would equal the costs the Commonwealth would have paid for the Services for each day the Services are not installed. However, if the ascertainable portion of the Commonwealth's damages exceeds the foregoing liquidated amount, then the Contractor shall pay the ascertainable portion and shall have no liability for any remaining damages.

9. INCREASE IN FEES

All fees for Services are due monthly in arrears. There are no additional fees authorized by this Agreement and Contractor shall invoice only for those fees set forth in this Agreement or any executed Delivery Order or Purchase Order referencing this Agreement. After 12 months from Contract execution and annually thereafter, the Contractor may request an increase in labor rates or other "intangibles" associated with this Agreement in accordance with the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistics' Philadelphia Office. If such prices remain the same or decrease for succeeding years, DIT shall be afforded the opportunity to renew the Services identified in this Agreement at the lowest price available to other customers.

10. CREDITS

Any credits due the Commonwealth under the terms of this Agreement may be applied against Contractor's invoices to the applicable agency with appropriate information attached.

11. TITLE

In the event of default, wherein equipment is purchased, Title shall pass to the Commonwealth when all agreed to monies have been paid by the Commonwealth.

12. SUPPLIES

Authorized charges do not include operational supplies (e.g., paper, tape, etc.) unless such supplies are specifically identified herein. All supplies used by the State shall conform to the Contractor's published specifications provided to State at time of equipment installation. The State reserves the right to acquire such supplies from any contractor of its choice.



13. EQUIPMENT REPLACEMENT

In the event that the Asset, or component thereof, furnished under this agreement experiences continual maintenance downtime, and as a result is inoperative in excess of 5% of total time available for daily service (e.g., 45 hours per week, 180 hours per month, 5% = 9 hours per month) for three consecutive calendar months, the State reserves the right to require the Contractor to replace the Asset or component at no cost to the State. The replacement shall be installed no later than five (5) business days after the State requests the Contractor to provide a replacement.

14. RESTRICTIONS ON USE OF ASSET/S

The Commonwealth shall:

a. keep the Asset/s free and clear of all claims, liens and encumbrances.

and

b. not use the Asset/s in any manner or for any purpose for which the Asset/s is not designed or reasonably suited

and

c. shall not permit any physical alteration of the Asset/s without the prior written consent of the Contractor.

and

d. shall not affix, attach or install any accessory, equipment or device in connection with the Asset/s that might interfere with the operational capacity of the Asset/s. All repairs, parts, supplies, accessories, equipment and devices affixed to the Asset/s shall be deemed accessions to the Assets/s, and unless such accessories can be removed without damaging the Asset/s or interfering with its operation capacity, they shall become the property of the Contractor, provided, however, that Contractor may, at its option, have the Asset/s restored to its original configuration and condition (ordinary wear and tear expected) at Commonwealth's expense upon termination of this Agreement

and

e. shall not affix the Asset/s to any real estate in such a way that it may be deemed a fixture thereto

and

f. shall not remove the Asset/s from the designated Commonwealth Premises without the prior written consent of Contractor, except in the event of an emergency or in such cases that such Asset/s are designed for portability.

15. OWNERSHIP OF ASSET/S

During the terms of this Agreement, or any extension thereof, the Asset/s shall at all times, be and remain the sole and exclusive property of the Contractor or its assign, subject to the Parties' right under any applicable software license agreement. Commonwealth shall have no right, title or interest in the Asset/s. The Commonwealth agrees to allow Contractor to execute Uniform Commercial Code financing statements evidencing the interests of Contractor or its assign in any Schedule or any amounts due thereunder or the Asset/s.

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16. CONTRACTOR ACCESS TO COMMONWEALTH LOCATION/S

Commonwealth shall grant to Contractor personnel such access to the Commonwealth location as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Commonwealth location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Commonwealth location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.

17 MOVEMENT OF EQUIPMENT

All equipment relocations shall be performed by the Contractor.

18 ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

19 NON-APPROPRIATION

All payment obligations under this Agreement are subject to appropriated funds being available for expenditure for that purpose. The Commonwealth shall promptly notify the Contractor of any action denying such funding. In such event, any outstanding Orders shall be canceled without further obligation to the extent the affected Products or Services have not yet been duly delivered and accepted.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate the Order for goods or services dependent on such Federal funds without further obligation.

20 GOVERNING LAW

This Agreement shall be deemed executed in Richmond, Virginia. This Agreement and any disputes arising under it shall be governed by the laws of the Commonwealth of Virginia. Any litigation arising in connection with this Agreement shall be brought in the courts of the



Commonwealth of Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

21 INTERPRETATION OF AGREEMENT

As used in this Agreement, "software" and "software product" shall include all related materials and documentation, whether in machine-readable or printed form.

Headings are for reference purposes only and shall not be considered in construing this Agreement. The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) Contractor's second (revised) cost proposal dated August 17, 2000 in response to the Commonwealth's RFP 2000-15 dated February 8, 2000; (2) this document, consisting of Terms and Conditions labeled 1 thorough 55, Attachment A, entitled Administrative Procedures Manual, Attachment B, entitled Lobbying Certificate, Appendix 1, entitled SMS COV Standards, and Appendix 2, entitled Cost Ratio, (3) the specific sections of the Contractor's proposal dated April 26, 2000 in response to the following specific sections of the Commonwealth's RFP 2000-15 dated February 8, 2000, sections: V entitled Statement of Needs, VIII entitled Reporting and Deliverables,; and IX entitled Small, Women-Owned and Minority Business Participation (4) the corresponding sections of the Commonwealth's RFP 2000-15 dated February 8, 2000; (5) all executed Orders and Attachments referencing this Agreement;. The foregoing documents represent the complete and final agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

22 ANTI-DISCRIMINATION

By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Sections 11-51 of the Virginia Public Procurement Act.

1. During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.



b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

23 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By Submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

24 DEBARMENT STATUS

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contract for the type of goods and or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

25 ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

26 PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's proposal includes any goods or services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime contractor for the procurement and maintenance of all the Assets and Services delivered hereunder and shall be the sole point of contact with regard to all obligations under this Agreement.

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's Assets or Services, and that such other party has agreed in writing that it has no objection thereto.



27 CONTRACTUAL DISPUTES

In accordance with Section 11-69 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The contractor may not invoke any available administrative procedure under Section 11-71 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or the administrative procedure authorized by Section 11-71, Code of Virginia.

The Department of Information Technology, Commonwealth, or other authorized user, their officers, agents and employees, including, without limitation, the Contracts Manager DIT, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in Attachment "A" to this Agreement or on the subsequent Order in question and will not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

28 INVOICES

All invoices shall be rendered promptly after all Services covered by the invoice have been accepted. All payments for Services shall be monthly in arrears. No invoice may include any costs other than those identified in the executed Order or Attachment referencing this Agreement. Without limiting the foregoing, all shipping costs are the Contractor's responsibility. Invoices shall provide at a minimum:

- 1 Type and description of the Service;
2. Serial number, if any;
3. Charge for each item, and;
4. This Agreement Number and the individual Order Number referencing this Agreement;
5. Contractor's Federal Identification Number (FIN);

Payment for Services of less than one month's duration shall be prorated at 1/30th of the basic monthly charges for each calendar day.



29 PROMPT PAYMENT

Payment shall be due within thirty (30) days after (1) acceptance of all Assets or Services, (2) receipt of a correct invoice for such payment, and (3) when applicable, receipt of the payment instruction form referenced in the Section entitled ("Assignments"), whichever is latest. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due the Commonwealth under the terms of this Agreement may be applied against Contractor's invoices with appropriate information attached.

In accordance with the Virginia Public Procurement Act, all proper charges for which payment is more than seven (7) days overdue shall accrue interest as provided in Sections 11-62.1 through 11-62.9 of the Code of Virginia. The rate of interest shall be determined in accordance with Section 11-62.5 of the Code of Virginia. In no event shall any interest penalty accrue, however, when payment is delayed because of a disagreement between the Commonwealth and the Contractor regarding the quantity, quality or time of delivery of any Asset or Service or the accuracy or correctness of any invoice. The Contractor shall notify the Controller, or appropriate fiscal officer

of the affected agency, institution, locality or individual user of all invoices that are in excess of thirty (30) days old.

30 PAYMENTS TO SUBCONTRACTORS

In accordance with Section 11-62.11 of the Code of Virginia, within seven days after receipt of amounts paid to the Contractor by the Commonwealth for work performed by a subcontractor, the Contractor shall

- a. pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor, or
- b. notify the agency and subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commonwealth for work performed by the subcontractor, except for amounts withheld as allowed in (b) above. The Contractor shall provide its federal employer identification number (or social security number, if Contractor is an individual) to the Commonwealth as required by Section 11-62.11(2) of the Code of Virginia. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Nothing in this paragraph shall be construed as creating any obligation on the part of the Commonwealth or as authorizing any additional charge to the Commonwealth.



31 THIRD PARTY BILLING

All Assets or Services provided under this Contract, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, or such lessor price as agreed upon between the parties, regardless of which public agency or individual user is being billed.

32 BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

33 COMPLIANCE WITH FEDERAL LOBBYING ACT

- a. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.
- b. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.
- c. A representative of Contractor shall sign the certification attached as Attachment "B" and deliver such certification to the Commonwealth simultaneously with the execution and delivery



of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

34. QUALIFICATIONS OF OFFERORS:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services / furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the commonwealth that such offeror is properly qualified to carry out the obligation of the contract and to provide the services and furnish the goods contemplated therein.

35 TAXES - FEDERAL, STATE AND LOCAL

The Commonwealth is exempt from Federal excise tax and from all State and local taxes. The Contractor shall not include such taxes in any invoices under this Agreement. Upon request, the Commonwealth shall furnish the Contractor with tax exemption certificates.

36 LIABILITY

Contractor shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of this Agreement. Contractor shall indemnify and hold harmless the Commonwealth, its officers, agents and employees from any and all claims, suits, actions, liabilities and costs of any kind, including attorneys fees, for personal injury and damage to real or personal property arising from the wrongful acts or omissions of the Contractor, its agents, officers, employees or subcontractors.

Except as stated in this provision, in no event shall either party be liable to the other party for any indirect, special or consequential damages arising out of any breach of its obligations under this agreement.

37 ASSIGNMENT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part, to any other party without the Department of Information Technology's (DIT's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the Contracts manager, DIT prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on the Department of Information Technology's (DIT's) "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager DIT. Upon DIT's acknowledgment of receipt of the properly executed form, the Assignee shall notify the agency, institution, locality or individual user of the assignment and shall supply the affected party with a copy of the properly executed form.



Any payments made prior to DIT's receipt of such notification and form shall not be covered by this assignment.

In the event the authorized user receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Agreement, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after DIT's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Acquisition Services Division of DIT shall promptly notify the Contractor of any assignment notice it receives.

38 FUTURE EVOLUTION AND NEW DEVELOPMENT OF SERVICES

It is the intent of this Agreement to allow the inclusion of Services as are developed and tested by the industry. Should new equipment be developed that would precipitate new Services being available to the Commonwealth, then at the Commonwealth's sole discretion, these new Services may be added to the Contract via a Modification mutually agreed upon by both parties.

39 TERM

This Agreement shall take effect on the date of its final execution by both parties, and shall continue for a period of three (3) years, unless sooner terminated as provided in this Agreement. Upon expiration of the initial term, the Agreement may be renewed for four (4) additional one year periods, at the Commonwealth's discretion. Should the Commonwealth choose to renew the Agreement, a written notice shall be sent to the Contractor 90 days prior to the end of the then current term. The Agreement shall continue after the expiration date only for the Services duly Ordered and Delivered prior to the expiration date. The Agreement will expire after all Services identified in an individual Order referencing this Agreement have been completed.

40 RETURN OF ASSET/S

Except as otherwise provide in this Agreement, or upon termination of this Agreement, Commonwealth shall immediately make the Commonwealth location available to the Contractor for de-installation of Asset/s by the Contractor. The Contractor shall bear all costs of de-installation of the Assets and return shipping to the Contractor's facility.

41 NEW EQUIPMENT

All Assets furnished under this Agreement as a basis for Services, shall be new, unused equipment.

42. CONTRACTUAL RECORDS

The Contractor shall make all contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment. Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement



43 PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

The Contractor agrees that all software installed and utilized on Contractor's Assets contains information proprietary to the Commonwealth of Virginia and other third party software vendors and that disclosure of such information could cause irreparable damage to the Commonwealth of Virginia and its citizens. Therefore, Contractor agrees to hold all information and or software disclosed through operation of this Agreement in strict confidence, as required by this Section and use such information only in performance of this Agreement. No information or software utilized

by the Commonwealth while at Contractor's facilities shall be duplicated or furnished to others without the prior written consent of DIT.

Contractor acknowledges that in the course of performing services hereunder its personnel and subcontractors (if any) will have access to confidential information about COV's business, operations, employees, and customers. Contractor agrees that, except as directed by COV, Contractor its employees and its subcontractors shall not at any time during or after the term of this Agreement (a) disclose any Confidential Information to any third party, (b) permit any third party to examine and/or make copies of any reports, documents or electronic data containing Confidential Information (whether they are prepared by Contractor or come into Contractor's possession or under Contractor's control by reason of Contractor's services) or (c) use any Confidential Information for any reason other than in the performance of services hereunder. Upon termination of this Agreement, Contractor shall return to COV or at COV's request destroy, all reports, documents, electronic data and other matter in Contractor's possession or under Contractor's control that contain or relate to Confidential Information. Contractor may disclose Confidential Information to such of its personnel as have a need therefor in the performance of their duties for COV, provided, however, that Contractor shall inform all such personnel of their confidentiality obligations hereunder and shall use its absolute best efforts to ensure their compliance therewith. Contractor shall not be required to treat as confidential any information which:

- (a) contractor can demonstrate was in its possession prior to execution of this Agreement
- (b) has become generally available in the public domain without breach of this Agreement
- (c) becomes lawfully available to Contractor from a source other than the Commonwealth

ANY RELEASE OF PROPRIETARY OR CONFIDENTIAL INFORMATION BY THE CONTRACTOR OR CONTRACTOR'S EMPLOYEES SHALL BE CONSIDERED A BREACH OF THIS AGREEMENT. THE CONTRACTOR SHALL NOT USE THE CONFIDENTIAL INFORMATION OF THE COMMONWEALTH FOR ITS OWN BENEFIT OR FOR THE BENEFIT OF ANY THIRD PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT IN PERPETUITY.

44 PERIODIC PROGRESS REPORTS/INVOICES

For contracts requiring the submission of periodic contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned



to be contracted for with such businesses on this contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

45 FINAL ACTUAL INVOLVEMENT REPORT

The Contractor will submit, prior to completion or at completion of the contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:

FIRM NAME					
ADDRESS AND	TYPE GOODS/	ACTUAL	PLANNED	% OF TOTAL	
PHONE NUMBER	SERVICES	DOLLARS	DOLLARS	CONTRACT	

_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	

Totals for Business Class _____ _____ _____

46 CONTRACTOR'S REPORT OF SALES

The Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, DIT will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.



47 INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in the above paragraph. The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an

electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports,

falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

48 NONVISUAL ACCESS TO TECHNOLOGY:

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public: and



(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (I) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the

data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Section (55) shall be construed to achieve full compliance with the Information Technology Access Act, 2.1-807 through 2.1-811 of the Code of Virginia.

49 MODIFICATIONS

This Contract maybe modified in accordance with Section 11-55 of the Code of Virginia. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the Contracts Manager, DIT or his duly designated designee. Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$10,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

50 TITLE SOFTWARE/FIRMWARE

The Contractor represents and warrants that it is the sole owner of the software/firmware product or, if not the owner, has received all proper authorizations from the owner to license the software/firmware product, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software/firmware product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person.

51 TERM OF LICENSE

The license(s) granted to the State are for the use of the software/firmware product at the using agency's computing facilities (site) and on the equipment or for the purposes identified for the term of the Service.



52 TERMS OF USE

The State's rights in computer software/firmware developed at private expense may be restricted by the Contractor in accordance with this contract. As a minimum, however, the State shall have:

- a. Unlimited use of such software/firmware on the equipment for which it is acquired and any future upgrades of such equipment;
- b. Use of such software/firmware with a backup system if the system(s) for which or with which it was acquired is inoperative because of a malfunction, or during an emergency, or the performance or engineering changes or changes in features or model;
- c. The right to use such software/firmware at any state installation to which the computer(s) may be transferred by the State;
- d. The right to copy such computer programs for safekeeping (archives) or backup purposes;

53 VENDORS MANUAL

As stated Section 5.4 of the Vendors Manual, in the event of a conflict between the Vendors Manual and other provisions of this Agreement, such other provisions shall take precedence. This Solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual dated December 1998 and any revisions thereto, which are hereby incorporated into this Agreement in their entirety. A copy of the manual is available from the purchasing office and can also be obtained by calling the Division of Purchases and Supply at 804-786-3842.

54 TYPE CONTRACT

This is an Indefinite Delivery, Indefinite Quantity requirements **Master Contract**.



55. INSURANCE

By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on Contractor's policy.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 – Combined single limit. (Only if motor vehicle is to be used in the contract.)

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

DYNCORP TECHSERV LLC

BY: Helli Ploog

NAME: Ms. Helli Ploog

TITLE: President, State and Local

DATE: September 15, 2000

COMMONWEALTH OF VIRGINIA

BY: Jeff Davis

NAME: Jeff Davis

TITLE: Contracts Manager

DATE: September 15, 2000

ATTACHMENT "B"
TO
AGREEMENT VA-000920-DYNC

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Holli Ploog

Printed Name: Holli Ploog, President State and Local

Organization: DynCorp TechServ LLC

Date: September 15, 2000



**APPENDIX 1
TO
CONTRACT VA-000920-DYNC**

SEAT MANAGEMENT SERVICES COV STANDARDS (SMSCOV STANDARDS)

PLATFORM HARDWARE:

DESKTOP *GENERAL BUSINESS USER (DG):*

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 9X family, currently Windows 98, Second Edition. The following are minimum specifications:

- 750 mhz.
- 128MB RAM
- 100mhz Front Side Bus
- 13GB Hard Disk Drive (ATA-66)
- 40x CD-ROM Drive
- 15" Color LCD Panel Display, 8MB Video card
- Sound card and speakers
- choice of desktop, mini-desktop or mini-tower deskside case
- choice of 10/100 Ethernet or Token Ring NIC, w/ 8' patchcord
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- option/upgrade to 20GB hard disk drive
- option/upgrade to 56K V.90 modem
- option/upgrade memory in 64MB increments
- option/upgrade to 19" or 21" color display monitor or LCD



SMSCOV STANDARDS (CONTINUED)

DESKTOP ENGINEERING AND SCIENTIFIC WORKSTATION USER (DW):

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *workstation* performance level use. Operating System must be the latest available Professional OS in Microsoft's current Windows 2XXX family, currently Windows 2000 Professional. The following are minimum specifications:

- 800 mhz.
- 133mhz Front Side bus
- 256MB RAM (ECC or RDRM)
- 20GB Hard Disk Drive (ATA-66 or Ultra-wide SCSI)
- DVD-ROM Drive
- 15" Color LCD Panel Display, 32MB Video card
- Sound card and speakers w/subwoofer
- choice of desktop or mini/mid tower case
- choice of 10/100 Ethernet or Token Ring NIC, w/ 8' patchcord
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- option/upgrade to 30GB hard disk drive
- option/upgrade to DVD-CD-RW or CD-RW disk drive
- option/upgrade to 56K V.90 modem
- option/upgrade memory in 128MB increments
- option/upgrade to 19" or 21" color display monitor or LCD
- option/upgrade to trackball or graphics tablet



SMS STANDARDS (CONTINUED)

PORTABLE GENERAL BUSINESS USER (PG):

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 9X family, currently Windows 98, Second Edition. The following are minimum specifications:

- 500 mhz
- 128MB RAM
- 8GB Hard Disk Drive
- 24x CD-ROM Drive
- 11" TFT SVGA LCD Panel Display, 4MB Video
- Sound: microphone and speakers
- PCMCIA slots
- Infra-red
- Li-ion battery and charger
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- Option/upgrade to 10/100 Ethernet or Token Ring PC CARD, w/ 8' patchcord
- option/upgrade to 20GB hard disk drive
- option/upgrade to 56K V.90 internal or PC CARD modem
- option/upgrade memory in 16MB increments
- option/upgrade to Port Replicator



SMSCOV STANDARDS (CONTINUED)

PORTABLE ENGINEERING AND SCIENTIFIC WORKSTATION USER (PW):

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *workstation* performance level use. Operating System must be the latest available Professional OS in Microsoft's current Windows 2XXX family, currently Windows 2000 Professional. The following are minimum specifications:

- 650 mhz.
- 128MB RAM
- 100mhz bus speed
- 18GB Hard Disk Drive
- DVD-ROM Drive
- 14" XGA TFT LCD Panel Display, 8MB Video card
- PCMCIA slots
- Infra-red
- Sound: microphone and speakers
- Li-ion battery and charger
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- Option/upgrade to 10/100 Ethernet or Token Ring PC CARD, w/ 8' patchcord
- option/upgrade to 30GB hard disk drive
- option/upgrade to DVD-CD-RW disk drive
- option/upgrade to 56K V.90 internal or PC CARD modem
- option/upgrade memory in 64MB increments
- option/upgrade to Port Replicator or Docking Station



SMS STANDARDS (CONTINUED)

SERVER(S):

Propose appropriate Intel Pentium III Xeon class Server designed by its manufacturer for *server* performance level use. Operating System must be the latest available server OS in Microsoft's current Windows 2xxx family, currently Windows 2000 Advanced Server 25-CAL, (with 25 client access licenses). The following are minimum specifications:

- 733 mhz.
- Full Tower chassis
- Dual processor capable
- 512MB ECC RAM
- 100GB (minimum) of Ultra2 SCSI RAID5 storage
- 20x CD-ROM Drive
- 15" XGA Display, 2MB Video card
- 10/100 Ethernet or Token Ring NIC, w/ 8' patchcord
- 35GB/70GB DLT Tape Drive
- UPS
- server management software
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- option/upgrade to add 35GB/70GB DLT Tape Drive
- option/upgrade to add - 10/100 Ethernet or Token Ring NIC, w/ 8' patchcord
- option/upgrade to add 56K V.90 internal or external modem
- option/upgrade to add memory in 128MB increments
- option/upgrade to rack mount chassis with rack



SMSCOV STANDARDS (CONTINUED)

General Requirements:

1. Up to two (2) brand families will be allowed, per proposal. Each brand family must include all of the SMSCOV Standard Configurations. All options and/or upgrades offered, while not required to be the same brand as the equipment, must be directly available from, and supported by, the manufacturer of the proposed brand of equipment.
2. The end-user agency may select either of the brands available from the Contractor at the time of initial order. The Contractor's Tangible Cost Component monthly price must be the same for both brands offered.
3. Provide a complete listing of all hardware proposed under this agreement, by product brand name, model, and manufacturer. The offeror must state clearly the brand, model and configuration of the base unit proposed to meet the SMS standards for each configuration. This shall become the minimum configuration that may be supplied. Offeror must provide as part of the electronic response, manufacturer's standard specification sheets for all proposed hardware.
4. Provide a complete current listing of the manufacturer's distributors, aggregators, master dealers, or other entities in the manufacturer's supply chain that may supply product(s) and/or support for product(s) to the offeror, for his purposes of performing under this agreement, by distributor, manufacturer, and product name.
5. Provide a current contact listing for each manufacturer and distributor. Provide a responsible manufacturer and distributor contact person who can verify and attest in writing to the following:
 1. offeror's formal business relationship with manufacturer/distributor (i.e. regular dealer)
 2. distributor's formal business relationship with manufacturer (i.e. authorization)
 3. offeror's adequate line-of-credit, for purposes of supporting this agreement (i.e. credit limit)
 4. distributor's and manufacturer's commitment to supporting offeror on this contract
6. Provide a current listing, certified by each manufacturer, of all standards, voluntary or otherwise (i.e. FIPS, IEEE, ANSI, Microsoft, etc.) that the proposed hardware conforms with, and also a listing of any laboratory testing results (NSTL, UL, etc.) available for the proposed hardware, as well as copies of the lab reports.
7. Provide a current listing of all certifications and applicable industry recognized standards, voluntary or otherwise, which the prime contractor, and any sub-contractor firm(s), holds or conforms with.



SMSCOV STANDARDS (CONTINUED)

SOFTWARE:

The Commonwealth enjoys various statewide software contracts with Microsoft, IBM/Lotus, Novell and other software publishing companies. All application software will be obtained from these COV contracts (or through other means) by individual agencies for use on PCs supplied under this agreement. The *Commonwealth* desires Contractor support for the broadest possible selection of software titles, under this agreement. Please describe in detail your general software support capabilities and manufacturer Certification(s), which allow your firm to support both end user/client and agency MIS levels of support for application software titles that may be of interest to The Commonwealth.

APPLICATION SOFTWARE: Offeror(s) must propose support for Microsoft's complete family of application software products, as well as any other software families, suites or applications (a list must be provided) your firm can support.

SPECIALTY USE SOFTWARE: Propose support for any specialty Commercial Of-the-Shelf (COTS) software that your firm can support. Please list by category, i.e. communications, graphics, etc.

OPERATING SYSTEMS: Microsoft's Windows 9X and 2XXX families of OS software must be proposed. Contractor must supply and support these Microsoft products.

DRIVERS: Contractor must supply and support drivers for any and all devices supplied under this agreement.

SERVICE LEVEL REQUIREMENTS SUMMARY

A method of measuring and evaluating performance levels and user/client levels of satisfaction with each Service Level must be proposed. Quarterly reports of measurement and annual reports of user/client satisfaction must be provided to the Contracts Manager, DIT, and each agency contact.

Contractors must meet or exceed the following Service Levels:

1. SL1: Service Level 1 - Maintenance of hardware and eligible software.

Contractor acknowledges call with agency contact within 1 hour of notification of a problem, and where the problem is fixed or the computer is replaced within 24 clock hours of the initial call from agency.

2. SL2: Service Level 2 - Maintenance of hardware and eligible software.

COV SL2 response is for mission critical applications and situations where The Commonwealth places a higher degree of importance on the problem call. Contractor acknowledges call with agency contact within 1/2 hour of notification of a problem, and where the problem is fixed or the computer is replaced within 4 clock hours of the initial call from agency.

SMSCOV STANDARDS (CONTINUED)

3. FORECAST, DELIVERY and INSTALLATION:



Each subscribing user agency should provide the Contractor with a rolling forecast, updated on at least a 30-day basis. Units included in the forecast must be delivered within a five days of the forecast date (requested install date), provided such units were included in the previous month's forecast. Units not included in the forecast must be installed within 30 calendar days of receipt of order, with a target timeframe of 15 calendar days, unless a delayed delivery is requested

4. MACs:

Moves, additions and changes should be completed within 5 days of agency request. One (1) MAC, per-seat or per-server, per year should be included in pricing for all configurations. Pricing and timeframes for additional MACs shall be proposed and mutually agreed upon during contract negotiations.

5. Reports:

A running *Commonwealth* inventory report must be submitted monthly.

6. Meetings:

Required stated elsewhere in the Request for Proposals.

7. IFA:

Submission of the IFA is required quarterly as defined in the attached Terms and Conditions.

8. VENDOR ASSETS:

All proposed hardware must meet or exceed the following levels of performance, subject to possible invoice reduction:

- less than or equal to 3% initial failure rate, for all units delivered, out-of-the-box
- 95% up-time or in-service-time, during any 48 hours, subsequent to acceptance,

Offerors must provide written statements signed by a responsible party of the manufacturer, or other manufacturer's documentation, for each brand of equipment offered under this agreement, which will verify compliance with the levels of performance listed above.

APPENDIX 2
to
Contract VA-000920-DYNC

a. SMS Cost Ratio (CR)

At no time during this agreement will the Contractor be allowed to exceed (NTE) the *Tangible* (hardware or other fixed asset costs) and *Intangible* (travel, service & labor costs, finance charges, etc.), cost components of each seat configuration (DG, DW, etc.) offered in the RFP cost proposal, except as provided herein. DIT will use the NTE prices in the following manner.

b. Manufacturer's website URL for Government purchase pricing

Tangible hardware prices for PC configurations shall be verifiable at the computer manufacturer's web site, from the manufacturer's published government (or educational, in the case of students) purchase prices for the models/components offered. DIT will use the published pricing to calculate a SMS Cost Ratio (CR)¹.

c. SMS Cost Ratio (CR) calculation and table

A table of CRs for each SMS Standard configuration is shown below. The CR will be determined by first calculating a **contract dollar amount (CDA)** equal to the Refresh period in months, multiplied by the Tangible monthly per-seat and/or per-server service price offered, for each minimum SMS Standard configuration (DG, DW, etc. w/o options/upgrades). The CR is then calculated by dividing the CDA by the manufacturer's current published **government purchase price (MPP)**. (Figures rounded to the nearest whole dollar.)

	<i>DG</i>	<i>DW</i>	<i>PG</i>	<i>PW</i>	<i>S</i>
Refresh					
<u>SL1</u>	<u>CR</u>	<u>CR</u>	<u>CR</u>	<u>CR</u>	<u>CR</u>
12	0.67	0.62	0.78	0.83	0.70
24	0.77	0.71	0.93	0.99	0.88
36	0.86	0.80	0.98	1.04	0.99
<u>SL2</u>	<u>CR</u>	<u>CR</u>	<u>CR</u>	<u>CR</u>	<u>CR</u>
12	0.67	0.62	0.78	0.83	0.70
24	0.77	0.71	0.93	0.99	0.88
36	0.86	0.80	0.98	1.04	0.99
<u>SL3</u>	<u>CR</u>	<u>CR</u>	<u>CR</u>	<u>CR</u>	<u>CR</u>
12	N/A	N/A	0.78	0.83	N/A
24	N/A	N/A	0.93	0.99	N/A
36	N/A	N/A	0.98	1.04	N/A
<u>SL4</u>	<u>CR</u>	<u>CR</u>	<u>CR</u>	<u>CR</u>	<u>CR</u>
12	0.67	0.62	0.78	0.83	0.70
24	0.77	0.71	0.93	0.99	0.88
36	0.86	0.80	0.98	1.04	0.99

All subsequent *Tangible* cost component changes will be governed by the CR for the life of the Master Contract. Any new prices charged for product replacements, whether caused by manufacturer price changes, fee evaluation, obsolescence, refreshment or changes in the SMSCOV Standards, shall maintain the CR established by the original CR calculation described above.

The Tangible cost component prices and CR may also be used in any buyout calculations made or negotiated pursuant to the contract Terms and Conditions.

1 Example CR calculation:

Tangible cost component monthly price offered for configuration DG, with 36 month Refresh, SL1, is \$41.66.

CDA= 36 mo. x \$41.66 = \$1499.76.

The manufacturer's published government purchase price, for the same model, is \$1349.

Therefore, (using rounded figures), CR = \$1500 / \$1349 = 1.11. (CR = CDA / MPP).

1.11 shall be the CR, for configuration DG, SL1 and shall be maintained for the life of the contract.

D.I.T.

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